



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1957

27 October 1972

INDUSTRIAL CONCILIATION ACT, 1956

**BISCUIT MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Biscuit Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1974, upon the employer's organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (6) (f), 19, 22 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1974, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1974, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (6) (e) (ii), 6 (6) (f), 10, 19, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1957

27 Oktober 1972

WET OP NYWERHEIDSVERSOENING, 1956

**BESKUITNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beskuitnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1974 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (6) (f), 19, 22 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1974 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (6) (e) (ii), 6 (6) (f), 10, 19, 22 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1974 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Operative Biscuit Makers and Packers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the National Industrial Council of the Biscuit Manufacturing Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers and employees in the Biscuit Manufacturing Industry who are members of the employer's organisation and the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to employees for whom minimum wages are prescribed in clause 4, and to the employers of such employees;

(b) not apply to vanmen or travellers who are engaged in selling or delivering goods or in soliciting orders exclusively in a Bantu area as defined in section 1 of the Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 31 October 1974, or for such period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless the contrary intention appears, words purporting the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"assistant brakesman" means an employee who does not operate the brake, but who assists the brakesman in braking hard and soft doughs and cream-cracker dough;

"assistant ovenman" means an employee who assists the ovenman in the working of mechanical peel or hand ovens;

"assistant storeman" means an employee, other than a labourer, who works under the direct supervision of the storeman and who is authorised upon receiving a requisition, to issue any materials or ingredients from the store;

"biscuit cutting and embossing machine operator" means an employee who is in charge of the operation of a biscuit cutting and embossing machine;

"Biscuit Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of manufacturing by hand or machine biscuits, wafers, cones, matzos, pretzel sticks, cakes and Christmas puddings for sale and includes the distribution by such employers and/or employees of any or all of such products, and further includes all operations incidental to or consequential on any of the foregoing activities;

"biscuits" include wafers, ice-cream wafers, cones, dog and/or puppy biscuits, pretzel sticks and matzos;

"biscuit baker" means any person who, after five years practical experience in biscuit baking, other than a learner under the direct supervision of a foreman biscuit baker, mixes, drops, cuts, pins, pans and bakes off hand-made biscuits;

"boiler attendant" means an employee engaged in firing and maintaining the water level and steam pressure in boilers;

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE BESKUIT-NYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

Employers' Organization of the Biscuit Manufacturing Industry of South Africa

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Operative Biscuit Makers and Packers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalinge van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Beskuitnywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalinge van subklousule (1), is die bepalinge van hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie minimum lone in klousule 4 voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) nie van toepassing nie op bestellers of handelsreisigers wat goedere verkoop of aflewer of bestellings aanvra uitsluitlik in 'n Bantoegebied soos in artikel 1 van die Wet omskryf.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag bepaal en bly van krag tot 31 Oktober 1974 of vir die tydperk wat hy mag vasstel.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel, en tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die doel van hierdie omskrywing beteken "geskoolde ambagsman" 'n persoon wat sy vakleerlingskap uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat 'n bekwaamheidsertifikaat besit wat die Registrateur van Vakleerlinge ooreenkomstig artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat deur genoemde registrateur aan hom uitgereik is ooreenkomstig artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"assistent-deegroller" 'n werknemer wat nie met die deegrol werk nie maar wat die deegroller help met die uitrol van stywe en slap deeg en deeg vir "cream crackers";

"assistent-oondman" 'n werknemer wat die oondman help met meganiese oondstok of handoende;

"assistent-magasynman" 'n werknemer, uitgesonderd 'n arbeider, wat onder die regstreekse toesig van 'n magasynman werk en wat gemagtig is om by ontvangs van 'n rekwisisie materiaal of bestanddele uit die magasyn uit te reik;

"beskuituitsny- en embosseermasjienbediener" 'n werknemer wat verantwoordelik is vir die bediening van 'n beskuituitsny- en embosseermasjien;

"Beskuitnywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om met die hand of deur middel van 'n masjien, beskuit, wafels, keëls, matzos, pretzelstokkies, koeke en Kerspoedings te vervaardig vir verkoop en omvat dit ook die verspreiding, deur sodanige werkgewers en/of werknemers, van enigeen van of al sodanige produkte en voorts ook alle werksaamhede wat uit voornoemde werksaamhede voortvloei of daarmee in verband staan;

"beskuit" ook wafels, roomyswafeltjies, keëls, honde- en/of klein hondjiebeskuit, pretzelstokkies en matzos;

"beskuitbakker" enigeen wat, na vyf jaar praktiese ondervinding van beskuitbakkery, uitgesonderd as 'n leerling onder die regstreekse toesig van 'n voormanbeskuitbakker, handgemaakte beskuit meng, skep, sny, afsteek, in die pan sit en bak;

"ketelbediener" 'n werknemer wat stoomketels stook en die waterpeil en stoomdruk in sodanige ketels in stand hou;

"brakesman" means an employee, other than a biscuit baker, who is in charge of and works the machinery necessary in the braking of hard and soft doughs and cream-cracker dough;

"casual employee" means a labourer who is employed by the same employer on not more than three days in any week;

"chargehand packer" in the biscuit packing department means an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or forewoman, and who marks the time-sheet and attendance register, and who may also do packing;

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work and includes a despatch clerk and a cashier;

"Council" means the National Industrial Council of the Biscuit Manufacturing Industry of South Africa, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means an employee's weekly wage divided by—

(i) five in the case of employees working a five-day week;

(ii) five-and-a-half in the case of employees other than watchmen working a five-and-a-half-day week;

(iii) seven in the case of a watchman who works a seven-day week, and six in the case of a watchman who works a six-day week;

"delivery assistant" means an employee, other than a driver or vanman, who delivers products of an establishment to customers, on bicycles, horse-drawn or other vehicles;

"depot" means any premises owned or occupied by an employer where stocks of biscuits are kept for distribution from such premises;

"despatcher" means an employee who deals with the despatch of goods under the direct supervision of the foreman despatcher;

"dough mixer" (or doughman) means an employee who is responsible under the supervision of a biscuit baker or foreman for the checking and correct mixing of the ingredients of any particular type of dough and who operates the mixing machine;

"driver" means an employee, other than a vanman, engaged in driving a motor or horse-drawn vehicle; and for the purpose of this definition "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle and its load and all periods during which he is obliged to remain at his post in readiness to drive;

"employment" means subject to the provisions of clause 13, the total period of service an employee has had in the Biscuit Manufacturing Industry;

"establishment" means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry and includes a depot;

"experience" means, in relation to—

(a) a clerical employee, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerical employee;

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Biscuit Manufacturing Industry;

"factory operative" means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds or any other ornamentations, cleaning and sifting ingredients, feeding ingredients to dough mixers and dough on to biscuit machines, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process, making or repairing of clothing, pressing clothing by hand or machine, operating any other machine in the laundry section, or checking;

"foreman or forewoman" means an employee who is in charge of the packing department;

"foreman biscuit baker" means a biscuit baker either of machine or hand-made biscuits who takes full control of all manufacturing operations;

"foreman despatcher" means an employee who is in charge of the despatch of goods;

"guillotine machine operator" means an employee employed on operating a power-driven guillotine paper-cutting machine;

"handyman" means an employee, other than an artisan, engaged in making minor repairs and adjustments to machinery, plant, buildings and other equipment;

"hourly rate" means an employee's wage divided by his ordinary hours of work per week prescribed in clause 7 (1) according to the occupation concerned;

"juvenile" means an employee under the age of eighteen years;

"labeller" means an employee who fixes type and size labels to containers;

"laboratory attendant" means an employee attached to a laboratory who is wholly or mainly engaged in preparing samples for analysis, filtering and weighing samples, adjusting and recording times and temperatures and preparing laboratory apparatus;

"deegroller" 'n werknemer, uitgesonderd 'n beskuitbakker, wat verantwoordelik is vir 'n werk met die masjinerie wat nodig is om stywe en slap deeg en deeg vir "cream crackers" uit te rol;

"los werknemer" 'n arbeider wat hoogstens drie dae in 'n week by dieselfde werkgewer werksaam is;

"onderbaasverpakker" in die beskuitverpakkingsafdeling, 'n werknemer wat gemagtig is om aan die hoof te staan van of toesig te hou oor 'n groep verpakkers onder die regstreekse leiding van 'n voorman of voorvrou en wat die werkstaat en bywoningsregister invul en ook verpakkingswerk mag verrig;

"klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n versendingsklerk en 'n kassier;

"Raad" die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika, geregistreer ingevolge artikel 2 van die Nijverheid Versoenings Wet, 1924, en geag geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"dagloon" 'n werknemer se weekloon gedeel deur—

(i) vyf in die geval van werknemers wat vyf dae in 'n week werk;

(ii) vyf en 'n half in die geval van werknemers, uitgesonderd wagte, wat vyf en 'n half dag in 'n week werk;

(iii) sewe in die geval van 'n wag wat sewe dae in 'n week werk, en ses in die geval van 'n wag wat ses dae in 'n week werk;

"afleringsassistent" 'n werknemer, uitgesonderd 'n drywer of besteller, wat produkte van 'n bedryfsinrigting aan klante aflower met 'n fiets, perde- of ander voertuig;

"depot" 'n perseel wat behoort aan of geokkupeer word deur 'n werkgewer en waar voorrade beskuit gehou word vir verspreiding vanuit sodanige perseel;

"versender" 'n werknemer wat onder die regstreekse toesig van 'n voormanversender goedere versend;

"deegmenger" (of deegman) 'n werknemer wat onder toesig van 'n beskuitbakker of 'n voorman verantwoordelik is vir die nagaan en die korrekte meng van die bestanddele van enige besondere tipe deeg, en met die mengmasjiene werk;

"drywer" 'n werknemer, uitgesonderd 'n besteller, wat gebruik word om 'n motorvoertuig of 'n voertuig wat deur perde getrek word, te dryf; en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"diens", behoudens klousule 13, die totale dienstyd van 'n werknemer in die Beskuitnywerheid;

"bedryfsinrigting" 'n plek waarin een of meer werknemers by die Beskuitnywerheid in diens is, en ook 'n depot;

"ondervinding", met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat, werksaam was;

(b) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Beskuitnywerheid werksaam was;

"fabriekswerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Beskuit in panne sit, kersies, suiker, amandels of ander versiersels aanbring, bestanddele skoonmaak en sif, bestanddele in deegmengers voer en deeg aan beskuitmasjiene voer, panne en vorms smeer, panne aan meganiese oonde voer en dit daaruit verwyder, grondstowwe in die vervaardigingsproses hanteer, klere maak of herstel, klere met die hand of met 'n masjiene stryk, enige ander masjiene in die wassery-afdeling bedien of nagaan;

"voorman of voorvrou" 'n werknemer wat aan die hoof staan van die verpakkingsafdeling;

"voormanbeskuitbakker" 'n beskuitbakker wat beskuit of met 'n masjiene of met die hand maak en wat volle beheer het oor alle vervaardigingswerksaamhede;

"voormanversender" 'n werknemer wat belas is met die versending van goedere;

"valmesmasjienebediener" 'n werknemer wat 'n kragvalmesmasjiene bedien wat papier sny;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat gebruik word om kleinere herstelwerk en verstellings te doen aan masjinerie, installasies, geboue en ander uitrusting;

"uurloon" 'n werknemer se loon gedeel deur sy gewone werktuure per week soos in klousule 7 (1) voorgeskryf vir die betrokke beroep;

"jeugdige" 'n werknemer onder die leeftyd van 18 jaar;

"etiketteerder" 'n werknemer wat etikette wat tipes en groottes aandui, op houters plak;

"laboratoriumwerker" 'n werknemer wat aan 'n laboratorium verbonden is, wat uitsluitlik of hoofsaaklik monsters vir analise voorberei, monsters filtreer en weeg, tye en temperature stel en aantekene en laboratoriumapparate voorberei;

"labourer" means an employee who is wholly or mainly engaged in one or more of the following or similar operations:

- (1) Sweeping and/or cleaning premises, plant, vans, utensils and other articles;
- (2) carrying, stacking and pushing;
- (3) oiling or greasing machines and/or vehicles;
- (4) washing and delabelling tins;
- (5) unwrapping pats of butter;
- (6) packing tins or boxes into crates or other outer containers;
- (7) nailing up crates;
- (8) fixing addressed labels on boxes or crates;
- (9) repairing boxes and crates by hand or making them up from shooks or other materials;
- (10) loading and unloading including loading or taking off from roller type or similar conveyor belts and bands;
- (11) stencilling by hand;
- (12) assembling or sealing corrugated cardboard containers;
- (13) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (14) delivering letters, messages, or goods on foot or by means of a foot or hand propelled vehicle;
- (15) demolishing buildings or other structures;
- (16) feeding into or taking off from machines, other than as specified in the definition of factory operative;
- (17) filling or emptying bags, sacks or other containers;
- (18) gardening, hoeing, raking, digging, shovelling, cutting and planting under instruction;
- (19) lime-washing compounds, latrines, outbuildings or similar buildings or structures;
- (20) making or maintaining fires or removing refuse or sorting clinkers;
- (21) mending bags by hand or sorting or shaking out bags;
- (22) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (23) opening or closing bags, sacks, bales, boxes, packages or doors, or glueing;

"laundry chargehand" means an employee who is in charge of and/or supervises a laundry;

"local committee" means a local committee appointed in terms of the constitution of the Council;

"machine-hand" means an employee who is in charge of a mechanical biscuit creaming machine, a wafer and/or cone-making machine, wire cut machine, rotary moulding machine, chocolate foiling machine, or biscuit wrapping machine;

"monthly wage" means an amount calculated at the rate of four and one third of an employee's weekly wage;

"motor vehicle" means a mechanically propelled vehicle, other than a van, any two- or three-wheeled motor-driven cycle, or any vehicle used solely within any establishment for the conveyance and delivery of goods other than travellers' samples or products for sale to customers;

"night shift" means a shift of work, the whole or major portion of which falls between the hours of 6 p.m. and 6 a.m. and is specified by the employer in the notice provided for in clause 4 (3) (c);

"ordinary working hours" means the hours, excluding meal times, between the starting and closing times of establishments, such times being fixed as provided in clause 7 (3) of this Agreement;

"ovensman" means an employee who is in charge of any kind of mechanical peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;

"packet packer" means an employee who packs the products of the Industry into tins or other containers;

"packer" means an employee employed in the packing department in wrapping, packing, creaming or mass-measuring biscuits, wafers, cones, matzos, pretzel sticks, cakes, Christmas puddings, ice-cream wafers or dog and/or puppy biscuits;

"sample packer" means an employee who packs samples for travellers and/or window displays;

"short-time" means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;

"staff parcels attendant" means an employee in the staff shop or staff parcels room who sells commodities to the staff from that shop or room;

"stock-hand" means an employee in charge of stock and distribution of loose biscuits in the packing department;

"storeman" means an employee who is in charge of all raw materials and who issues supplies to the bake-house;

"tally clerk" means an employee who checks pasted tins and/or corrugated containers;

"tin-making chargehand" means an employee in the tin-making or repairing department, who is in charge of employees employed

"arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende of soortgelyke werksaamhede verrig:

- (1) Persele, installasies, bestelwaens, gerei en ander artikels uitvee en/of skoonmaak;
- (2) goedere dra, opstapel en stoot;
- (3) masjiene en/of voertuie olie of smeer;
- (4) blikke was en etikette daarvan verwyder;
- (5) papier van klonte botter verwyder;
- (6) blikke of dose in kratte of ander buite-omhulsels verpak;
- (7) kratte toespyker;
- (8) geadresseerde etikette op dose of kratte aanbring;
- (9) dose en kratte met die hand herstel of hulle van kasplanke of ander materiaal maak;
- (10) goedere op- en aflaai en ook goedere laai of afneem van rol- of 'n dergelike tipe vervoerbande;
- (11) met die hand sjabioneer;
- (12) houers van geriffelde karton inmeekaarsit of verseël;
- (13) tee of dergelike drankte maak of voorsit aan werknemers of aan sy werkgewer;
- (14) briewe, boodskappe of goedere te voet of deur middel van 'n trap- of handvoertuig aflewer;
- (15) geboue of ander bouwerke sloop;
- (16) goedere in 'n masjien voer of dit daarvan verwyder, uitgesonderd die werksaamhede soos onder die omskrywing van "fabriekswerker" gespesifiseer;
- (17) sakke, sakkies of ander houers vul of leegmaak;
- (18) tuinmaak, skoffel, hark, spit, met die skopgraaf werk, snoei en plant volgens opdrag;
- (19) kampongs, latrines, buitegeboue of dergelike geboue of bouwerke afwit;
- (20) vure maak of in stand hou of afval verwyder of sinters sorteer;
- (21) sakke met die hand herstel of sakke sorteer of uitskud;
- (22) dagha, beton, klip of bitumen met die hand meng of beton of bitumen met 'n skopgraaf, hark, vork of kruiwa uitsprei;
- (23) sakke, sakkies, bale, dose, pakke of deure oop- of toemaak of lymwerk verrig;

"wassery-onderbaas" 'n werknemer wat aan die hoof staan van en/of toesig hou oor 'n wassery;

"plaaslike komitee" 'n plaaslike komitee wat ooreenkomstig die konstitusie van die Raad aangestel is;

"masjienwerker" 'n werknemer wat verantwoordelik is vir 'n meganiese beskuiroommasjien, 'n wafel- en/of keëlmassien, draad-snymasjien, 'n draai-vormmasjien, 'n sjokoladefoelie-massien of 'n beskuiroomdraaimassien;

"maandloon" 'n bedrag bereken teen vier en 'n derde maal 'n werknemer se weekloon;

"motorvoertuig" 'n meganiese aangedrewe voertuig, uitgesonderd 'n bestelwa, enige twee- of driewielers met motoraandrywing, of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word vir die vervoer en aflewering van goedere, uitgesonderd die monstere van handelsreisigers of produkte vir verkoop aan kliente;

"nagskof" 'n werkskof wat geheel en al of grotendeels tussen die ure 6 nm. en 6 vm. val en wat deur die werkgewer gespesifiseer is in die kennisgewing wat in klausule 4 (3) (c) bepaal word;

"gewone werkure" die ure, uitgesonderd etenstye, tussen die begin- en sluitingstye van die bedryfsinrigting, en sodanige tye word vasgestel soos daar in klausule 7 (3) van hierdie ooreenkoms bepaal word;

"oondman" 'n werknemer wat verantwoordelik is vir enige soort meganiese oondstok of handoond wat gebruik word om beskuit te bak en wat onder die toesig en beheer van 'n voor-manbeskuiroombakker werk;

"pakkieverpakker" 'n werknemer wat die produkte van die Nywerheid in blikke of ander houers verpak;

"verpakker" 'n werknemer wat in die verpakkingsafdeling gebruik word vir die toedraai, verpakking, aanbring van room aan of massameet van beskuit, wafels, keëls, matzos, pretzel-stokkies, koeke, Kerspoedings, roomswafels of honde- en/of jonghondbeskuiroomtjies;

"monsterverpakker" 'n werknemer wat monstere vir handelsreisigers en/of vensteruitstallings verpak;

"korttyd" die tyd wat werklik in 'n bedryfsinrigting gewerk word wanneer sodanige tyd korter is as die gewone werkure in daardie bedryfsinrigting;

"hanteerder van personeelpakkette" 'n werknemer in die personeelwinkel of -pakketskamer wat artikels uit daardie winkel of kamer aan die personeel verkoop;

"voorraadhulp" 'n werknemer wat verantwoordelik is vir voorrade en die verspreiding van los beskuiroomtjies in die verpakkingsafdeling;

"magasynman" 'n werknemer wat vir alle grondstowwe verantwoordelik is en wat voorrade aan die bakhuus uitreik;

"telklerk" 'n werknemer wat toegeplakte blikke en/of houers van geriffelde karton nagaan;

"blikmakeronderbaas" 'n werknemer in die blikmaak- of herstellafdeling, wat aan die hoof staan van werknemers wat vir of in verband met die maak of die herstel van blikke in diens

in or in connection with tin-making or repairing of tins and who may change dies or set up machines;

"traveller" means a male employee who, as the travelling representative of an establishment on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use of or consumption by such traders or other persons;

"vanman" means an employee who is in charge of a van, is responsible for its cleanliness, for the delivery and sale of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers and who may drive a van;

"van" means an animal-drawn or motor-propelled vehicle, other than any two- or three-wheel motor-driven cycle, used for the delivery of the products of the establishment, but does not include any vehicle falling within the definition of "motor-vehicle";

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7: Provided that if an employer regularly pays his employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1) it means such higher amount;

"watchman, gatekeeper or night watchman" means an employee who guards and/or patrols property and/or premises;

"week" means in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls.

(2) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES

(1) The minimum wages that shall be paid to the undermentioned classes of employees shall be as follows:

	Wage per week	
	Until 31/10/73	There- after
	R	R
Grade 1.....	42,60	44,75
Foreman biscuit baker		
Grade 2.....	37,25	39,10
Biscuit baker		
Foreman		
Foreman despatcher		
Artisan		
Grade 3.....	31,25	33,80
Storeman		
Tin-making chargehand		
Grade 4.....	28,55	30,00
Vanman		
Biscuit cutting and embossing machine operator		
Dough mixer (or doughman)		
Ovensman—		
first year of experience.....	18,45	19,35
second year of experience.....	21,15	22,20
third year of experience.....	24,65	25,85
thereafter.....	28,55	30,00
The learnership period under this grade does not apply to a vanman.		
Grade 5:		
Brakesman—		
first year of experience.....	17,75	18,65
second year of experience.....	20,45	21,50
third year of experience.....	23,95	25,15
thereafter.....	27,95	29,35
Grade 6.....	26,60	27,95
Forewoman		
Grade 7.....	21,25	22,35
Despatcher		
Chargehand packer		
Grade 8.....	19,95	20,95
Assistant storeman		
Driver		
Chocolate enrobing machine operator		
Grade 9.....	17,30	18,20
Guillotine machine operator		
Handyman		
Die stamping press operator		
Machine hand		
Grade 10.....	16,30	17,15
Laundry chargehand		
Laboratory attendant		
Assistant ovensman		
Assistant brakesman		

geneem is en wat metaalstempels mag verander of masjiene mag opstel;

"handelsreisiger" 'n manlike werknemer wat, as die reisende verteenwoordiger van 'n bedryfsinrigting, namens sodanige inrigting bestellings vra, werf of soek van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoping en/of vir gebruik of verbruik deur sodanige handelaars of andere persone;

"besteller" 'n werknemer wat verantwoordelik is vir 'n bestelwa, die skoonhou daarvan en vir die aflewering en verkoop van die produkte van 'n bedryfsinrigting aan klante, vir die inhoud van die bestelwa, vir kontant wat hy ten opsigte daarvan ontvang het en vir alle produkte en blikke wat klante aan hom terugbesorg, en wat ook 'n bestelwa mag dryf;

"bestelwa" 'n bespande of motoraangedrewe voertuig, uitgesonderd 'n twee- of driewielers met motoraandrywing, wat gebruik word vir die aflewering van die produkte van die bedryfsinrigting, maar nie 'n voertuig wat binne die omskrywing van "motorvoertuig" val nie;

"loon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 7 voorgeskrif: Met dien verstande dat waar 'n werkgewer ten opsigte van sodanige gewone werkure gereeld aan sy werknemer 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskrif, dit sodanige hoër bedrag beteken;

"wag, hekweg of nagweg" 'n werknemer wat eiendom en/of persele bewaak en/of patroleer;

"week" ten opsigte van enige werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik diens doen.

4. LONE

(1) Die minimum lone wat betaal moet word aan ondergenoemde klasse werknemers, is soos volg:

	Loon per week	
	Tot 31/10/73	Daarna
	R	R
Graad 1.....	42,60	44,75
Voormanbeskuitbakker		
Graad 2.....	37,25	39,10
Beskuitbakker		
Voorman		
Voormanversender		
Ambagsman		
Graad 3.....	31,25	33,80
Pakhuisman		
Blikmakeronderbaas		
Graad 4:		
Besteller.....	28,55	30,00
Bediener van 'n beskuiuitsny- en embosseer- masjien		
Deegmenger (of deegman)		
Oondman—		
eerste jaar ondervinding.....	18,45	19,35
tweede jaar ondervinding.....	21,15	22,20
derde jaar ondervinding.....	24,65	25,85
daarna.....	28,55	30,00
Die leerlingskaptidperk onder hierdiegraad is nie op 'n besteller van toepassing nie.		
Graad 5:		
Deegroller—		
eerste jaar ondervinding.....	17,75	18,65
tweede jaar ondervinding.....	20,45	21,50
derde jaar ondervinding.....	23,95	25,15
daarna.....	27,95	29,35
Graad 6.....	26,60	27,95
Voorvrou		
Graad 7.....	21,25	22,35
Versender		
Onderbaasverpakker		
Graad 8.....	19,95	20,95
Assistentmagasynman		
Drywer		
Bediener van 'n sjokolade-omhulmasjien		
Graad 9.....	17,30	18,20
Valmesmasjienbediener		
Faktotum		
Bediener van 'n stempelpers		
Masjienwerker		
Graad 10.....	16,30	17,15
Wassery-onderbaas		
Laboratoriumwerker		
Assistent-oondman		
Assistent-deegroller		

(i) If an assistant ovenman is permanently promoted to ovenman—

after two years' employment as an assistant ovenman, he shall be paid at the rate for a first year ovenman;

after three years' employment as an assistant ovenman, he shall be paid at the rate for a second year ovenman;

after four years or more as an assistant ovenman, he shall be paid at the rate for a third year ovenman.

(ii) If an assistant brakesman is permanently promoted to brakesman—

after two years' employment as an assistant brakesman, he shall be paid at the rate for a first year brakesman;

after three years' employment as an assistant brakesman, he shall be paid at the rate for a second year brakesman;

after four years or more as an assistant brakesman, he shall be paid at the rate for a third year brakesman.

(iii) If and when a brakesman is absent from his work through illness or other cause, the assistant brakesman shall perform the work of the brakesman and shall be paid during the time that he is so employed, at the rate specified in Grade 5 for a brakesman in the first year of employment.

	Wage per week	
	Until 31/10/73 R	There- after R
Grade 11.....	15,20	15,95
Stockhand		
Tally clerk		
Paper stall attendant		
Staff parcels attendant		
Employees engaged in tin-making or repairing of tins and containers not elsewhere specified—		
first twelve months of experience.....	12,95	13,60
thereafter.....	15,20	15,95
Grade 12:		
Packer, labeller, packet packer, sample packer—		
first six months of experience.....	11,25	11,80
second six months of experience.....	11,80	12,40
third six months of experience.....	12,35	13,00
thereafter.....	13,50	14,15
top rate.....	14,35	15,05
Ratio provision: 50 per cent of the total packing staff shall be paid at not less than the top rate, promotion to the top rate to be on the basis of longest service.		
Grade 13.....	13,50	14,15
Boiler attendant, watchman (night watchman, day watchman or gatekeeper)		
Employees engaged in the cooking of rations		
Employees not elsewhere specified		
Factory operative—		
first six months of experience.....	12,95	13,60
thereafter.....	13,50	14,15
Grade 14.....	12,95	13,60
Labourer		
Delivery assistant		

A casual employee shall be paid in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage for a labourer: Provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

	Monthly wage	
	Until 31/10/73 R	There- after R
Clerical employees:		
Male—		
first year of experience.....	59,55	62,55
second year of experience.....	76,50	80,30
third year of experience.....	95,60	100,40
fourth year of experience.....	118,10	124,05
thereafter.....	140,60	147,65
Female—		
first year of experience.....	54,00	56,70
second year of experience.....	67,50	70,85
third year of experience.....	81,00	85,05
thereafter.....	99,00	103,95

(i) As 'n assistent-oondman permanent tot oondman bevorder word—

moet hy na twee jaar diens as 'n assistent-oondman teen die loon van 'n eerstejaarsoondman besoldig word;

moet hy na drie jaar diens as 'n assistent-oondman, teen die loon van 'n tweedejaarsoondman besoldig word;

moet hy na vier jaar of langer diens as 'n assistent-oondman, teen die loon van 'n derdejaarsoondman besoldig word.

(ii) As 'n assistent-deegroller permanent tot deegroller bevorder word—

moet hy na twee jaar diens as 'n assistent-deegroller teen die loon van 'n eerstejaardeegroller besoldig word;

moet hy na drie jaar diens as 'n assistentdeegroller, teen die loon van 'n tweedejaardeegroller besoldig word;

moet hy na vier jaar diens as 'n assistent-deegroller, teen die loon van 'n derdejaardeegroller besoldig word.

(iii) Indien en wanneer 'n deegroller weens siekte of 'n ander oorsaak van sy werk afwesig is, moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldus werksaam is, besoldig word teen die loon wat in graad 5 vir die eerste jaar diens van 'n deegroller voorgeskryf word.

	Loon per week	
	Tot 31/10/73 R	Daarna R
Graad 11.....	15,20	15,95
Voorraadhuip		
Telklerk		
Papierstalletjiewerker		
Hanteerder van personeelpakkette		
Werknemers wat blikke maak of blikke en houers herstel en wat nie elders vermeld word nie—		
eerste 12 maande ondervinding.....	12,95	13,60
daarna.....	15,20	15,95
Graad 12:		
Verpakker, etiketteerder, pakkieverpakker, monsterverpakker—		
eerste ses maande ondervinding.....	11,25	11,80
Tweede ses maande ondervinding.....	11,80	12,40
derde ses maande ondervinding.....	12,35	13,00
daarna.....	13,50	14,15
maksimum loon.....	14,35	15,05
Getalsverhouding: 50 persent van die totale ver- pakkingspersoneel moet minstens die maksimum loon ontvang, en bevordering tot maksimum loon geskied op grond van die langste diens- termyn.		
Graad 13.....	13,50	14,15
Ketelbediener, wag (nagwag, dagwag of hek- wag)		
Werknemers wat rantsoene kook		
Werknemers nie elders vermeld nie		
Fabriekswerker—		
eerste ses maande ondervinding.....	12,95	13,60
daarna.....	13,50	14,15
Graad 14.....	12,95	13,60
Arbeiders		
Afleweringssassistent		

'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een-vyfde van die weekloon van 'n arbeider betaal word: Met dien verstande dat waar daar nie van 'n los werknemer vereis word om vir 'n tydperk van meer as vier agtereenvolgende ure op 'n dag te werk nie, sy voorgeskrywe loon met 50 persent verminder mag word.

	Loon per maand	
	Tot 31/10/73 R	Daarna R
Klerklike werknemers:		
Mans—		
eerste jaar ondervinding.....	59,55	62,55
tweede jaar ondervinding.....	76,50	80,30
derde jaar ondervinding.....	95,60	100,40
vierde jaar ondervinding.....	118,10	124,05
daarna.....	140,60	147,65
Vroue—		
eerste jaar ondervinding.....	54,00	56,70
tweede jaar ondervinding.....	67,50	70,85
derde jaar ondervinding.....	81,00	85,05
daarna.....	99,00	103,95

Travellers—

first year of employment.....	146,25	153,55
second year of employment.....	163,10	171,30
third year of employment.....	180,00	189,00
fourth year of employment.....	196,85	206,70
thereafter.....	213,75	224,45

The weekly wage of a monthly paid employee shall be his monthly wage divided by four and one-third.

(2) *Differential Wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate, on any one day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in subclause (1) shall pay to such employee, in respect of that day—

(i) in the case referred to in paragraph (a) not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was receiving for his ordinary work:

Provided that the provisions of this subclause shall not apply where the difference between the classes in terms of subclause (1) is based on age, experience, service or sex.

(3) *Night shift*.—(a) An employee who works on a night shift shall be paid his ordinary wage plus 17½ per cent of his wage for the period of such night shift.

(b) An employee working night shift who is required to work overtime shall be paid for each hour or part of an hour so worked, the overtime rate applicable under clause 7 of this Agreement, on the wage earned whilst working night shift.

(c) Each employer shall decide when the night shift shall commence in his establishment and shall display in a position readily accessible to all his employees a notice specifying such time of commencement.

(4) Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

5. SHORT-TIME

(1) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of subclauses (2), (3) and (4) an employer may on account of slackness of work, breakdown of machinery or the exigencies of trade, work his employees short time and pay such employees instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour actually worked.

(2) Whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time in terms of subclause (1), a deduction may be made in respect of each hour of such reduction of the employee's weekly wage divided by 44: Provided that such employee shall receive not less than an amount equivalent to 50 per cent of his hourly rate for the period of such short-time.

(3) The employer shall, prior to the day on and from which he is permitted to work short-time, due to slackness of work or the exigencies of trade, notify the employees concerned accordingly.

(4) The employer shall give one hour's notice in the case of short-time arising from a break-down of machinery: Provided that the employee shall receive payment for the hour's notice; and provided further that an employee who has not been given such notice, or notice in terms of subclause (3) shall, on attending at the establishment be entitled to be employed for a half day or to receive a minimum of one half of his daily wage.

6. PAYMENT OF REMUNERATION

(1) (a) Remuneration due to an employee shall be paid in cash weekly or monthly, depending on whether wages are prescribed on a weekly or monthly basis, on the usual pay-day of the establishment during the ordinary hours of work, or on termination of employment if this takes place before the ordinary pay day of the establishment: Provided that where the employer and his employee agree, payment may be made by cash or cheque

Handelsreisigers—

eerste jaar ondervinding.....	146,25	153,55
tweede jaar ondervinding.....	163,10	171,30
derde jaar ondervinding.....	180,00	189,00
vierde jaar ondervinding.....	196,85	206,70
daarna.....	213,75	224,45

Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en een-derde.

(2) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n bepaalde dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—

(a) of 'n hoër loon as dié van sy eie klas;

(b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet—

(i) in die geval in paragraaf (a) genoem, aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat teen die hoër tarief bereken is; en

(ii) in die geval in paragraaf (b) genoem, aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat bereken is volgens 'n kerf op die stygende loonskaal wat onmiddellik bokant die loon is wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse, soos in subklousule (1) bepaal, op ouderdom, ondervinding, diens of geslag berus.

(3) *Nagskof*.—(a) 'n Werknemer wat 'n nagskof werk, moet sy gewone loon plus 17½ persent van sy loon betaal word vir die tydperk van sodanige nagskof.

(b) 'n Werknemer wat 'n nagskof werk en van wie daar vereis word om oortyd te werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk, die oortydbesoldiging voorgeskryf in klousule 7 van hierdie Ooreenkoms, betaal word, en sodanige oortydbesoldiging moet bereken word volgens die loon wat hy verdien het terwyl hy sodanige nagskof gewerk het.

(c) Elke werkgever moet besluit wanneer die nagskof in sy bedryfsinrigting moet begin en moet 'n kennisgewing waarin sodanige begintyd gespesifiseer word, vertoon in 'n plek wat gereedlik toeganklik vir al sy werknemers is.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging wat op die datum waarop hierdie Ooreenkoms in werking tree, aan 'n werknemer betaal word, verminder nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat meer is as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is.

5. KORTTYD

(1) Ondanks andersluidende bepalinge in hierdie Ooreenkoms en behoudens subklousules (2), (3) en (4), mag 'n werkgever weens 'n werkslapte, die onklaarraking van masjinerie of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf aan sodanige werknemers 'n uurloon betaal vir elke uur of gedeelte van 'n uur wat werklik gewerk is.

(2) Wanneer die gewone werkure in klousule 7 voorgeskryf weens korttyd verminder word ooreenkomstig subklousule (1), kan 'n bedrag ten opsigte van elke uur van sodanige vermindering van 'n werknemer se weekloon, gedeel deur 44, afgetrek word: Met dien verstande dat sodanige werknemer minstens 'n bedrag gelyk aan 50 persent van sy uurloon moet ontvang vir die tydperk van sodanige korttyd.

(3) Die werkgever moet voor die dag waarop en met ingang waarvan hy toegelaat word om korttyd te werk as gevolg van werkslapte of die vereistes van die handel, die betrokke werknemers dienooreenkomstig in kennis stel.

(4) Die werkgever moet een uur vooraf kennis gee in die geval van korttyd wat voortspruit uit die onklaarraking van masjinerie: Met dien verstande dat die werknemer betaling moet ontvang vir die uur kennisgewing; en voorts met dien verstande dat 'n werknemer wat nie aldus of ingeвоelge subklousule (3) in kennis gestel is nie, daartoe geregtig is om, wanneer hy hom by die bedryfsinrigting vir diens aanmeld, vir 'n halfdag te werk of om minstens die helfte van sy dagloon te ontvang.

6. BETALING VAN BESOLDIGING

1. (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet weekliks of maandeliks, afhangende daarvan of lone op 'n weeklikse of maandelikse grondslag voorgeskryf word, gedurende die gewone werkure op die gewone betaaldag van die bedryfsinrigting in kontant betaal word, of by diensbeëindiging indien dit voor die gewone betaaldag van die bedryfsinrigting geskied: Met dien verstande dat waar die werkgever en sy werknemer daaroor ooreenkom, die besoldiging in kontant of per tjek betaal mag word of in 'n werknemer se private

or paid into an employee's private commercial banking account; and provided further that where the employer and his employee for whom wages are prescribed on a weekly basis agree, the remuneration may be paid monthly.

(b) Wages shall be contained in a closed envelope or container on which shall be reflected or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or pay-sheet number;
- (c) the period in respect of which payment is made;
- (d) the number of hours worked;
- (e) the number of overtime hours worked;
- (f) the employee's wage and the grade under which he is classified;
- (g) the amount paid for work on a Sunday;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee.

(2) No premium for the training of an employee shall be charged or accepted by the employer: Provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) No charge for damage done to material shall be made.

(4) An employer shall not require his employee to purchase any goods from him or from any establishment or person nominated by him. An employee who is allowed to purchase any goods from his employer shall not be charged for them more than the wholesale price of such goods.

(5) Save as provided in the Bantu (Urban Areas) Act, 1945, or the Bantu Labour Act, 1964, no employee shall be required as part of his or her contract of employment to board or lodge with the employer or at a place nominated by the employer.

(6) *Deductions.*—Save as provided in the Bantu (Urban Areas) Act, 1945, or the Bantu Labour Act, 1964, an employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration other than that he may make the following:

(a) Except where otherwise provided in this agreement, whenever an employee is absent from work, other than on the instruction or at the request of the employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(b) a deduction in respect of short time in terms of clause 5;

(c) a deduction in respect of time not worked whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire: Provided that an employer shall pay to all employees affected thereby, wages up to a maximum of two weeks. Such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 12 of this Agreement;

(d) with the written consent of the employee deductions for holiday, insurance or pension funds, personal savings, tax assessments or sick benefit funds not provided for in this Agreement;

(e) contributions to—

(i) the Council Funds in terms of clause 18 of this Agreement; and

(ii) the Sick Pay Benefit Fund in terms of clause 10 of this Agreement;

(f) with the written consent of the employee, subscriptions to funds of the trade union as provided in terms of clause 22 of this Agreement;

(g) any amount paid by an employer compelled or permitted by law, ordinance or legal process to make payment on behalf of an employee;

(h) a deduction of any cash advanced against wages due by an employer to his employee: Provided that such deductions shall not exceed one third of the total remuneration due to such employee;

(i) whenever an employee agrees to accept from his employer board or lodging or both, a deduction not exceeding the amounts specified hereunder:

- Lodging only: 40c per week,
Board only: 85c per week,
Board and lodging: R1,25 per week.

7. HOURS OF WORK

(1) (a) The ordinary hours of work of an employee, other than a traveller and a casual employee, shall not exceed 44 in any one week: Provided that where the ordinary hours of work in an

handelsbankrekening gestort mag word; en voorts met dien verstande dat waar die werkgewer en sy werknemer wie se loon op 'n weeklikse grondslag voorgeskryf word, daaroor ooreenkom, die besoldiging maandeliks betaal mag word.

(b) Lone moet in 'n geslote koevert of houer geplaas word waarop die volgende aangetoon word, of wat vergesel gaan van 'n staat wat die volgende aantoon:

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of betaalstaatsnommer;
- (c) die tydperk ten opsigte waarvan die loon betaal word;
- (d) die getal ure gewerk;
- (e) die getal ure oortyd gewerk;
- (f) die werknemer se loon en die graad waaronder hy ingedeel is;

(g) die bedrag betaal vir werk op 'n Sondag;
(h) besonderhede van alle bedrae wat afgetrek is;
(i) die bedrag wat werklik aan die werknemer betaal word.

(2) Geen premie mag vir die opleiding van 'n werknemer deur die werkgewer gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werknemer volgens wet verplig is om by te dra.

(3) Geen koste mag vir beskadiging van materiaal gevorder word nie.

(4) 'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n bedryfsinrigting of persoon wat hy aanwys, te koop nie. Daar mag nie van 'n werknemer wat toegelaat word om goedere van sy werkgewer te koop, vereis word om meer as die groothandelprijs van sodanige goedere daarvoor te betaal nie.

(5) Behoudens die Bantoe (Stadsgebiede) Wet, 1945, of die Wet op Bantoe-arbeid, 1964, mag daar nie van 'n werknemer vereis word om as deel van sy of haar dienskontrak kos of inwoning van die werkgewer of op 'n plek deur die werkgewer aangewys, te ontvang nie.

(6) *Aftrakkings.*—Behoudens die Bantoe (Stadsgebiede) Wet, 1945, of die Wet op Bantoe-arbeid, 1964, mag 'n werkgewer sy werknemer geen boetes oplê en mag hy geen bedrag, uitgesonderd ondergenoemde bedrae, van sy werknemer se besoldiging aftrek nie:

(a) Behoudens andersluidende bepalings van hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(b) 'n bedrag ten opsigte van korttyd ooreenkomstig klousule 5;

(c) 'n bedrag ten opsigte van tyd wat nie gewerk is nie wanneer die werk in die hele of 'n gedeelte van 'n bedryfsinrigting gestaak of onderbreek word as gevolg van skade wat deur brand veroorsaak is: Met dien verstande dat 'n werkgewer alle werknemers wat daardeur geraak word, lone moet betaal vir 'n maksimum van twee weke. Sodanige betaling sluit enige betaling in ten opsigte van diensopsegging wat ingevolge klousule 12 van hierdie Ooreenkoms verskuldig mag wees.

(d) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, versekerings- of pensioenfondse, persoonlike spaargelde, belastingaanslae of siektebystandsfondse waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie;

(e) bydraes tot—

(i) die fondse van die Raad ingevolge klousule 18 van hierdie Ooreenkoms; en

(ii) die Siektebystandsfondse ingevolge klousule 10 van hierdie Ooreenkoms;

(f) met die skriftelike toestemming van die werknemer, lodegeld vir die vakvereniging soos bepaal in klousule 22 van hierdie Ooreenkoms;

(g) enige bedrag wat 'n werkgewer ingevolge of kragtens enige wet, ordonnansie of regseding namens sy werknemer moet of mag betaal;

(h) 'n bedrag van enige kontant wat voorgeskiet is op die lone wat 'n werkgewer aan sy werknemer verskuldig is: Met dien verstande dat sodanige bedrag nie meer as 'n derde van die totale besoldiging wat aan so 'n werknemer verskuldig is, mag bedra nie;

(i) wanneer 'n werknemer instem om van sy werkgewer kos of inwoning of albei aan te neem, 'n afrekening van hoogstens die bedrae hieronder gespesifiseer:

- Slegs inwoning: 40 sent per week;
slegs kos: 85 sent per week;
kos en inwoning: R1,25 per week.

7. WERKURE

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, is hoogstens 44 in een week: Met dien verstande dat waar die gewone werkure in 'n

establishment at the date of commencement of this Agreement are less than 44 hours per week, such number shall be deemed to be the ordinary hours of work of that establishment.

(b) In the case of a watchman the hours of work shall not exceed 12 hours per day with a maximum of 72 hours per week: Provided that all hours in excess of 44 per week shall be paid for at overtime rates.

The above hours may include a Sunday, and if a watchman is required to work on seven days a week, he shall be paid double time for the seventh day whether it be a Sunday or any other day.

(c) In the case of a casual employee the ordinary hours of work shall not exceed eight and a half hours on any day.

(2) A five-day week from Monday to Friday shall be observed in all establishments for all employees, other than travellers, watchmen, employees engaged on maintenance work and canteen employees who may be employed for six days per week, and no employees entitled to a five-day week shall be employed on a Saturday without the permission of the Council.

(3) Subject to the provisions of subclause (1), the employer shall fix the starting and closing times (including meal breaks) of work of his employees and shall keep posted up in a conspicuous place in his establishment a notice of such times: Provided that the hours of work per day shall not exceed—

(a) in the case of employees who work a five-day week, nine and a quarter hours on any day;

(b) in the case of employees, other than a watchman, who work a six-day week, eight hours on any day unless the hours on any one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours.

(4) *Meal Breaks.*—An employer shall not require or permit an employee other than a watchman, traveller, vanman, driver or delivery assistant, to work for more than five hours continuously without an uninterrupted interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(b) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work.

(5) *Rest Intervals.*—Every employer shall grant to each of his employees, other than a watchman, traveller, vanman, driver or delivery assistant, a rest interval of not less than 10 minutes as nearly as practicable—

(a) in the middle of each first work period in a day; and

(b) in the middle of each second work period in a day;

during which an employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(6) Save as provided in subclauses (4) and (5), all hours of work on any day shall be consecutive.

(7) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in subclauses (1) and (3) shall be deemed to be overtime.

(8) *Limitation of overtime.*—No employer shall, without the prior consent of the Council, permit an employee to work and no employee shall work overtime for more than 10 hours in any week: Provided that no restriction imposed by this subclause shall apply to a watchman, traveller, or to any male employee while employed on work necessitated by a break-down of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary working hours.

(9) *Female employees.*—An employer shall not require or permit a female employee to work—

(a) between 6 p.m. and 6 a.m.;

(b) after 1 p.m. on more than five days a week;

(c) overtime on more than three consecutive days in any week;

(d) overtime for more than two hours on any day;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee;

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee not less than 15c in sufficient time to enable her to obtain and partake of a meal before overtime is due to commence.

bedryfsinrigting op die datum waarop hierdie Ooreenkoms van krag word, minder as 44 per week is, sodanige getal geag moet word die gewone werkure van daardie bedryfsinrigting te wees.

(b) In die geval van 'n wag is die werkure hoogstens 12 uur per dag met 'n maksimum van 72 uur per week: Met dien verstande dat vir alle ure wat meer as 44 per week is teen oortydariëwe betaal moet word. Bogenoemde ure kan 'n Sondag insluit, en indien daar van 'n wag vereis word om sewe dae per week te werk, moet hy vir die sewende dag dubbel betaal word, of dit 'n Sondag of enige ander dag is.

(c) In die geval van 'n los werknemer mag die gewone werkure hoogstens agt en 'n half uur op enige dag wees.

(2) Alle bedryfsinrigtings moet al hul werknemers, uitgesonderd handelsreisigers, wagte, werknemers wat onderhoudingswerk verrig en verversingslokaalwerknemers wat ses dae per week mag werk, vyf dae per week van Maandag tot Vrydag laat werk, en geen werknemers wat op 'n werkswaek van vyf dae geregtig is mag sonder die toestemming van die Raad op Saterdag werk gegee word nie.

(3) Behoudens subklousule (1), moet die werkgever die begin- en ophoutyd (etenspouses ingesluit) van sy werknemers vasstel en 'n kennisgewing waarin sodanige tyd gemeld word, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou: Met dien verstande dat die werkure per dag hoogstens die volgende mag wees:

(a) In die geval van werknemers wat vyf dae per week werk, nege en 'n kwart uur op enige dag; en

(b) in die geval van werknemers, uitgesonderd 'n wag, wat ses dae per week werk, agt uur op 'n dag tensy die ure op 'n bepaalde dag hoogstens vyf is, en in so 'n geval mag die ure op enigeen van die ander dae hoogstens agt en 'n half uur wees.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n wag, handelsreisiger, besteller, drywer of afleweringsassistent, vereis of hom toelaat om vir meer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur waarin geen werk gedoen mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

(a) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees;

(b) indien sodanige pouse langer as een uur is, enige tydperk wat langer as een en 'n kwart uur is, geag word gewone werkure te wees.

(5) *Ruspouses.*—Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n wag, handelsreisiger, besteller, drywer of afleweringsassistent, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

(a) die middel van elke eerste werktydperk op 'n dag; en

(b) die middel van elke tweede werktydperk op 'n dag;

waarin daar nie van 'n werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure uit te maak.

(6) Behoudens subklousules (4) en (5), moet alle werkure op 'n dag agtereenvolgend wees.

(7) *Oortyd.*—Alle tyd wat 'n werknemer langer werk as die getal ure in subklousules (1) en (3) voorgeskryf, word geag oortyd te wees.

(8) *Beperking op oortyd.*—Geen werkgever mag, sonder dat hy vooraf toestemming van die Raad gekry het, 'n werknemer toelaat om in enige week langer as 10 uur oortyd te werk nie en geen werknemer mag aldus oortyd werk nie: Met dien verstande dat geen beperking wat by hierdie subklousule opgelê word, op 'n wag of 'n handelsreisiger van toepassing is nie en ook nie op 'n manlike werknemer nie terwyl hy besig is met werk wat weens 'n onklaarraking van die installasie of masjinerie of weens 'n ander onvoorsiene noodgeval genoodsaak word of met werk in verband met die opknapping of herstel van die installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

(9) *Vroulike werknemers.*—'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:

(a) Tussen 6-uur nm. en 6-uur vm.;

(b) na 1 nm. op meer as vyf dae in 'n week;

(c) oortyd op meer as drie agtereenvolgende dae in enige week;

(d) oortyd vir meer as twee uur op enige dag;

(e) oortyd op meer as 60 dae in enige jaar;

(f) oortyd, na voltooiing van haar gewone werkure, vir langer as 'n uur op enige dag, tensy hy—

(i) sodanige werknemer voor die middag daarvan in kennis gestel het;

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy oortyd moet begin werk; of

(iii) sodanige werkgever minstens 15 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy oortyd moet begin werk.

(10) *Payment for overtime.*—(a) (i) Save as provided in subparagraph (ii), an employee other than a traveller and a casual employee who is required or allowed to work overtime, shall be paid for each hour or part of an hour so worked at a rate of one and one-half times his weekly wage divided by his ordinary hours of work: Provided that in an establishment where the ordinary hours of work are less than 44, an employee who is required or permitted to work overtime, shall be paid for the hours worked between the ordinary hours and 44 hours per week, at a rate of one and one quarter his weekly wage divided by his ordinary hours of work; and provided further, that if overtime on a daily basis differs from overtime on a weekly basis, the basis more favourable to the employee shall apply.

(ii) *Saturdays.*—If an employee who works a five-day week in terms of subclause (2) of this clause is required or permitted to work on a Saturday with the permission of the Council, as required in terms of subclause (2), he shall be paid for each hour or paid for an hour so worked at a rate of double his weekly wage divided by 44.

(b) If a casual employee is required or allowed to work for more than eight and a half hours on any day, he shall be paid for each hour or part of an hour so worked, at a rate of one and one-half times his hourly rate.

For the purpose of this paragraph "hourly rate" means one fifth of the weekly wage prescribed for a labourer, divided by eight and a half.

(11) The provisions of this clause shall not apply to any employee remunerated at the rate of R3 000 or more per annum.

8. SUNDAYS AND PUBLIC HOLIDAYS

(1) Whenever an employee, other than a watchman or traveller, works on a Sunday, he shall be paid—

(a) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week day; or

(b) if he so works for a period exceeding four hours, at a rate not less than double his ordinary rate or wages, in respect of the total period worked on such Sunday, or not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or

(c) at a rate of not less than one and one-half times his hourly rate in respect of the total period worked on such day and be granted within seven days of such Sunday, one day's holiday and be paid in respect thereof at his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) (a) Subject to the provisions of clauses 6 (6) and 9 (3), if an employee does not work on—

New Year's Day (1 January);
Van Riebeeck Day (6 April);
Good Friday;
Easter Monday;
Ascension Day;
Republic Day (31 May);
Family Day (second Monday in July);
Settlers' Day (first Monday in September);
Kruger Day (10 October);
Day of the Covenant (16 December);
Christmas Day (25 December);
Boxing Day (26 December);

or any public holiday, proclaimed as such in terms of the Public Holidays Act, No. 5 of 1952, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that—

(i) for a weekly paid employee Christmas Day, New Year's Day and the Day of the Covenant shall be paid holidays notwithstanding that they fall on a Saturday, except in the case of employees who are on annual leave when clause 9 (3) shall apply; and

(ii) when an employee has been absent from work, through no fault of the employer and for any reason other than illness in terms of clauses 10 or 11, on any working day immediately preceding or succeeding any public holiday, other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, such holiday shall not be paid for.

(b) Whenever an employer requires or permits an employee to work on any public holiday, he shall, save as provided for in clause 9 (3), pay such employee for the week in which such day falls his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day.

(3) The provisions of this clause shall not apply to any employee remunerated at the rate of R3 000 or more per annum.

(10) *Betaling vir oortyd.*—(a) (i) Behoudens subparagraaf (ii), moet 'n werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, van wie vereis word of wat toegelaat word om oortyd te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en 'n half maal sy weekloon gedeel deur sy gewone getal werkure: Met dien verstande dat, in 'n bedryfs-inrigting waar die gewone werkure minder as 44 is, 'n werknemer van wie vereis word of wat toegelaat word om oortyd te werk, vir die verskil tussen die getal gewone werkure en 44 uur per week betaal moet word teen een en 'n kwart maal sy weekloon gedeel deur sy gewone getal werkure; en voorts met dien verstande dat, as oortyd op 'n daaglikse grondslag verskil van oortyd op 'n weeklikse grondslag, die grondslag wat vir die werknemer die gunstigste is, toegepas moet word.

(ii) *Saterdag.*—As daar van 'n werknemer wat ingevolge subklousule (2) van hierdie klousule 'n vyfdaagse week werk, vereis of hy toegelaat word om op 'n Saterdag te werk met die toestemming van die Raad soos ingevolge subklousule (2) vereis word, moet hy vir elke uur of deel van 'n uur aldus gewerk, betaal word teen dubbel sy weekloon gedeel deur 44.

(b) As daar van 'n los werknemer vereis of hy toegelaat word om vir langer as agt en 'n half uur op enige dag te werk, moet hy vir elke uur of gedeelte van 'n uur aldus gewerk betaal word teen een en 'n half maal sy uurloon.

Vir die toepassing van hierdie paragraaf beteken "uurloon" een-vyftede van die weekloon wat vir 'n arbeider voorgeskryf word, gedeel deur agt en 'n half.

(11) Die bepalings van hierdie klousule is nie op 'n werknemer wat R3 000 of meer per jaar verdien, van toepassing nie.

8. SONDAE EN OPENBARE VAKANSIEDAE

(1) Wanneer 'n werknemer, uitgesonderd 'n wag of handelsreisiger, op 'n Sondag werk, moet hy soos volg betaal word:

(a) As hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(b) as hy vir 'n tydperk van langer as vier uur aldus werk, minstens dubbel sy gewone loon betaalbaar ten opsigte van die totale tydperk op so 'n Sondag gewerk of minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die bedrag wat die grootste is; of

(c) teen minstens een en 'n half maal sy uurloon ten opsigte van die totale tydperk op so 'n dag gewerk, en binne sewe dae vanaf so 'n Sondag moet een dag vakansie aan hom toegestaan word met betaling teen sy gewone loon asof hy op so 'n vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) (a) As 'n werknemer nie op—

Nuwejaarsdag (1 Januarie);
Van Riebeeckdag (6 April);
Goeie Vrydag;
Paasmaandag;
Hemelveartsdag;
Republiekdag (31 Mei);
Gesinsdag (tweede Maandag in Julie);
Setlaarsdag (eerste Maandag in September);
Krugerdag (10 Oktober);
Geloftedag (16 Desember);
Kersdag (25 Desember);
Tweede Kersdag (26 Desember);

of op enige openbare vakansiedag wat kragtens die Wet op Openbare Feesdae, Wet 5 van 1952, tot 'n openbare vakansiedag geproklameer is, werk nie, moet sy werkgever, behoudens klousules 6 (6) en 9 (3), hom vir die week waarin so 'n dag val minstens sy weekloon betaal; met dien verstande dat—

(i) Kersdag, Nuwejaarsdag en Geloftedag vir 'n weekliks betaalde werknemer vakansiedae met betaling is, al val hulle op 'n Saterdag, behalwe in die geval van werknemers wat met jaarlikse verlof is, wanneer klousule 9 (3) van toepassing is; en

(ii) wanneer 'n werknemer weens geen fout van die werkgever nie en om 'n ander rede as siekte soos in klousules 10 of 11 bepaal, van sy werk afwesig is op enige werkdag onmiddellik voor of na enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelveartsdag, Geloftedag en Kersdag, daar nie vir sodanige vakansiedag betaal word nie.

(b) Wanneer 'n werkgever van sy werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet hy, behoudens klousule 9 (3), so 'n werknemer vir die week waarin sodanige dag val, sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op sodanige dag gewerk het.

(3) Hierdie klousule is nie op 'n werknemer wat R3 000 of meer per jaar verdien, van toepassing nie.

9. ANNUAL LEAVE

(1) (a) An employer shall grant to his employee in respect of each completed period of 12 months employment with him—

(i) in the case of an employee who works a five-day week, 12 consecutive working days' leave;

(ii) in the case of an employee, who works a five and a half day week, 14 consecutive working days' leave; and

(iii) in the case of a watchman who works six days a week and not more than 10 hours a day, 14 consecutive working days leave, and in the case of a watchman who works seven days a week or more than 10 hours each day, 21 consecutive calendar days leave;

within four months from the date of completion of the year of employment to which it relates at the wage the employee was receiving immediately prior to the period of such leave.

(b) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) (a) in respect of that period has accrued, shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(i) in the case of a watchman working a seven-day week, one fourth of the weekly wage; and

(ii) in the case of all other employees, one sixth of the weekly wage;

the employee was receiving immediately before the date of such determination.

(c) An employee who has become entitled to a period of leave in terms of subclause (1) (a) and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of termination.

(2) The period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is absent through illness in terms of clauses 10 or 11, or is undergoing military training, in pursuance of the Defence Act, 1957, as amended.

(3) If any public holiday referred to in clause 8 (2) (a) falls within the period of such leave such holiday shall be added to the said period as a further period of paid leave, whether or not such holiday falls upon a Saturday.

(4) The employer shall pay to an employee to whom leave is granted under this clause, his wage in respect of the period of leave not later than the last working day before commencement of the said period.

(5) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

(a) on leave in terms of this clause;

(b) undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;

(c) on the instruction or at the request of the employer;

(d) due to an injury on duty;

(e) owing to illness in terms of clause 10 or 11, or by reason of the prohibition contained in section 23 of the Factories, Machinery and Building Work Act, 1941;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (c), (d) and (e): Provided that—

(i) the provisions of paragraph (e) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in subparagraph (ii) fails, after a request for such a certificate by the employer, to submit to the employer, a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any law to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i).

(6) For the purpose of this clause employment shall be deemed to commence—

(a) in the case of an employee who had, before the date on which the Agreement comes into operation, become entitled to leave in terms of any agreement or arbitration award, for the Industry which was binding in terms of the Act, or

9. JAARLIKSE VERLOF

(1) (a) 'n Werkgewer moet ten opsigte van elke voltooide tydperk van 12 maande diens by hom, aan sy werknemer—

(i) twaalf agtereenvolgende werkdae verlof in die geval van 'n werknemer wat vyf dae per week werk;

(ii) veertien agtereenvolgende werkdae verlof in die geval van 'n werknemer wat vyf en 'n half dag in 'n week werk; en

(iii) veertien agtereenvolgende werkdae verlof in die geval van 'n wag wat ses dae in 'n week en hoogstens 10 uur op 'n dag werk, en 21 agtereenvolgende kalenderdae verlof in die geval van 'n wag wat sewe dae in 'n week of meer as 10 uur elke dag werk;

verleen binne vier maande vanaf die datum waarop die jaar diens waarop die verlof betrekking het, voltooi is, en die werkgewer moet sodanige werknemer gedurende sy verlof tyd betaal teen die loon wat die werknemer onmiddellik voor die tydperk van sodanige verlof ontvang het.

(b) 'n Werknemer wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) (a) ten opsigte van daardie tydperk opge-loop het, moet by sodanige diensbeëindiging en benewens ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydsperk 'n bedrag betaal word van minstens—

(i) in die geval van wagt wat sewe dae in 'n week werk, een-vierde van die weekloon; en

(ii) in die geval van alle ander werknemers, een-sesde van die weekloon;

wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het.

(c) 'n Werknemer wat kragtens subklousule (1) (a) op 'n tydperk van verlof geregtig geword het en wie se diens beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen sou gewees het.

(2) Die verloftydperk mag nie saamval met enige tydperk van kennisgewing ten opsigte van diensbeëindiging, afwesigheid weens siekte, soos bepaal in klousule 10 of 11, of militêre opleiding ingevolge die Verdedigingswet, 1957, soos gewysig, nie.

(3) As enige openbare vakansiedag in klousule 8 (2) (a) genoem, binne die tydperk van sodanige verlof val, moet sodanige vakansiedag by genoemde tydperk getel word as 'n verdere tydperk van verlof met betaling, afgesien daarvan of sodanige vakansiedag op 'n Saterdag val al dan nie.

(4) Die werkgewer moet 'n werknemer aan wie verlof toegestaan word ooreenkomstig hierdie klousule, sy loon vir die verloftydperk voor of op die laaste werkdag voor die begin van genoemde tydperk betaal.

(5) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat enige tydperk of tydperke van hoogstens altesaam 10 weke in 'n jaar ten opsigte van die tydperke bedoel in subparagrafe (a), (c), (d) en (e), waarin die werknemer afwesig is—

(a) met verlof ingevolge hierdie klousule;

(b) vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings tydperk as diens te eis nie;

(c) op las of op versoek van die werkgewer;

(d) as gevolg van 'n besering op diens;

(e) as gevolg van siekte soos bepaal in klousule 10 of 11 of weens die verbod vervat in artikel 23 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Met dien verstande dat—

(i) paragraaf (e) nie ten opsigte van enige tydperk van afwesigheid weens siekte, wat langer as drie agtereenvolgende dae duur, van toepassing is nie as die werknemer, uitgesonderd 'n werknemer in subparagraaf (ii) genoem, versuim om, nadat die werkgewer hom daartoe versoek het, 'n doktersertifikaat voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, en genoemde paragraaf ook nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige tydperk van 12 maande diens wat meer as 30 dae duur, van toepassing is nie;

(ii) daar nie van 'n werknemer wie se werkgewer ingevolge enige wet voorsiening moet maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, vereis word om 'n doktersertifikaat ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem, voor te lê nie.

(6) By die toepassing van hierdie klousule, word indiensneming geag soos volg te begin:

(a) In die geval van 'n werknemer wat voor die datum waarop die Ooreenkoms van krag word, op verlof geregtig geword het kragtens enige ooreenkoms of arbitrasietoekenning vir die Beskuijnyerheid wat ingevolge die Wet of enige wet bindend was,

in terms of any law, from the date on which such employee so became entitled to leave: Provided that if such leave has not been granted earlier, it should be granted within two months from the date of coming into operation of this Agreement;

(b) in the case of any other employee, from the date upon which he entered his employer's service.

10. SICK PAY BENEFIT FUND

(1) The Sick Pay Benefit Fund (hereinafter referred to as "the Fund") established in terms of clause 10 of the Agreement published under Government Notice 352 of 4 August 1961, is hereby continued.

(2) For the purpose of the Fund each employer shall each week deduct from the wages of each of his employees, other than those in receipt of wages of R2 327 or more per annum—

(a) in the case of employees whose prescribed wages are up to R11,50 per week, the sum of three cents (3 cents);

(b) in the case of employees whose prescribed wages are over R11,50 per week but not more than R16 per week, the sum of four cents (4 cents);

(c) in the case of employees whose prescribed wages are over R16 per week, the sum of six cents (6 cents).

To the total amount so deducted, the employer shall add a like amount and forward the total month by month and not later than the seventh day of each month, to the Secretary of the Fund, P.O. Box 3137, Cape Town, together with the following particulars:

Full name of every employee for whom the deduction has been made;

occupation;

number of hours worked by each employee each week;

total wages paid to each employee each week.

The necessary forms for this purpose will be supplied by the Secretary for the use of employers.

Note.—(i) For the purpose of this clause "wages" do not include overtime or extra payment for night shift.

(ii) When an employee is absent because of sickness as defined in this clause, he shall in addition to any sick pay he may be entitled to in terms of subclause (7), be paid by his employer 45 per cent of his wage during the first three weeks of sickness in any one year, whilst in the employment of the employer.

(3) The object of the Fund shall be to provide sick pay to employees to whom the Agreement applies, during periods of illness.

(4) The Fund shall be administered by the Council.

(5) All moneys received for the Fund shall be deposited into a special banking account and controlled by the Council or a committee of equal numbers of employers and employees.

(6) All payment out of the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Secretary or accountant.

(7) An employee who has paid contributions to the Fund for six months preceding his or her illness shall be entitled to sick pay during the currency of this Agreement under the following scale:

(a) For a period of three weeks—

(i) in the case of employees whose prescribed wages are up to R11,50 per week: R5,25 per week;

(ii) in the case of employees whose prescribed wages are over R11,50 per week but not more than R16 per week: R6,50 per week;

(iii) in the case of employees whose prescribed wages are over R16 per week: R9 per week.

(b) For a further period of five weeks—

(i) in the case of employees whose prescribed wages are up to R11,50 per week: R3,75 per week;

(ii) in the case of employees whose prescribed wages are over R11,50 per week but not more than R16 per week: R5 per week;

(iii) in the case of employees whose prescribed wages are over R16 per week: R7,50 per week.

(c) For a further period of eight weeks—

(i) in the case of employees whose prescribed wages are up to R11,50 per week: R3 per week;

(ii) in the case of employees whose prescribed wages are over R11,50 per week but not more than R16 per week: R4 per week;

(iii) in the case of employees whose prescribed wages are over R16 per week: R6 per week.

The amounts set out above shall be paid to employees for a period not exceeding 16 weeks in any one year, but no payment shall be made for less than two consecutive days' sickness, excluding Sundays, and after that period a doctor's

vanaf die datum waarop sodanige werknemer aldus op verlof geregtig geword het: Met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande vanaf die datum waarop hierdie Ooreenkoms van krag word, toegestaan moet word;

(b) in die geval van enige ander werknemer, vanaf die datum waarop hy tot die werkgever se diens toetree het.

10. SIEKTEBYSTANDFONDS

(1) Die Siektebystandfonds (hierna die "Fonds" genoem) wat ingevolge klousule 10 van die Ooreenkoms gepubliseer by Goewermentskennisgewing 352 van 4 Augustus 1961 gestig is, word hierby voortgesit.

(2) Vir die doel van die Fonds moet elke werkgever elke week van die loon van elkeen van sy werknemers, uitgesonderd dié wat 'n loon van R2 327 of meer per jaar ontvang, die volgende bedrae aftrek:

(a) In die geval van werknemers wie se voorgeskrewe loon R11,50 of minder per week is, die bedrag van drie sent (3c);

(b) in die geval van werknemers wie se voorgeskrewe loon meer as R11,50 per week maar hoogstens R16 per week is, die bedrag van vier sent (4c);

(c) in die geval van werknemers wie se voorgeskrewe loon meer as R16 per week is, die bedrag van ses sent (6c).

By die totale bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totaal maand na maand en wel voor of op die sewende dag van elke maand, aan die Sekretaris van die Fonds, Posbus 3137, Kaapstad, stuur tesame met die volgende besonderhede:

Volle naam van elke werknemer vir wie die bedrag afgetrek is;

beroep;

getal ure elke week deur elke werknemer gewerk;

totale loon elke week aan elke werknemer betaal.

Die nodige vorms vir hierdie doel word deur die Sekretaris aan die werkgevers verskaf.

Opmerking.—(i) By die toepassing van hierdie klousule, omvat "loon" nie oortydbesoldiging of ekstra betaling vir 'n nagskof nie.

(ii) Wanneer 'n werknemer afwesig is as gevolg van siekte soos omskryf in hierdie klousule, moet sy werkgever hom benewens die siektebesoldiging waarop hy kragtens subklousule (7) geregtig mag wees, 45 persent van sy loon gedurende die eerste drie weke van sy siekte in 'n bepaalde jaar betaal terwyl hy in diens van die werkgever is.

(3) Die doel van hierdie Fonds is om werknemers op wie die Ooreenkoms van toepassing is, te betaal terwyl hulle siek is.

(4) Die Fonds word deur die Raad geadministreer.

(5) Alle gelde wat vir die Fonds ontvang word, moet in 'n spesiale bankrekening gestort en beheer word deur die Raad of 'n komitee wat uit 'n gelyke getal werkgevers en werknemers bestaan.

(6) Alle uitbetalings uit die Fonds moet geskied by wyse van 'n tjek wat op die Fonds se rekening getrek is. Alle sodanige tjeks moet deur die Sekretaris of rekenmeester geteken word.

(7) 'n Werknemer wat vir ses maande voor sy of haar siekte tot die Fonds bygedra het, is gedurende die geldigheidsduur van hierdie Ooreenkoms op betaling gedurende sy of haar siekte geregtig en wel teen die volgende skaal:

(a) Vir 'n tydperk van drie weke—

(i) in die geval van werknemers wie se voorgeskrewe loon hoogstens R11,50 per week is: R5,25 per week;

(ii) in die geval van werknemers wie se voorgeskrewe loon meer as R11,50 per week maar hoogstens R16 per week is: R6,50 per week;

(iii) in die geval van werknemers wie se voorgeskrewe loon meer as R16 per week is: R9 per week.

(b) Vir 'n verdere tydperk van vyf weke—

(i) in die geval van werknemers wie se voorgeskrewe loon hoogstens R11,50 per week is: R3,75 per week;

(ii) in die geval van werknemers wie se voorgeskrewe loon meer as R11,50 per week maar hoogstens R16 per week is: R5 per week;

(iii) in die geval van werknemers wie se voorgeskrewe loon meer as R16 per week is: R7,50 per week.

(c) Vir 'n verdere tydperk van agt weke—

(i) in die geval van werknemers wie se voorgeskrewe loon hoogstens R11,50 per week is: R3 per week;

(ii) in die geval van werknemers wie se voorgeskrewe loon meer as R11,50 per week maar hoogstens R16 per week is: R4 per week;

(iii) in die geval van werknemers wie se voorgeskrewe loon meer as R16 per week is: R6 per week.

Die bedrae hierbo gemeld, word aan werknemers betaal vir 'n tydperk van hoogstens 16 weke in 'n bepaalde jaar, maar geen betaling geskied vir siekte wat korter as twee agtereenvolgende dae, Sondae uitgesluit, duur nie, en na daardie tydperk moet 'n

certificate must be produced and forwarded to the Secretary of the Council, such certificate to set out the period of illness.

The Council may authorise the payment of amounts in excess of the above benefits in special cases approved by it.

(i) For the purpose of this clause "sickness" means inability to work owing to any illness or injury other than illness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as sickness during any periods in respect of which no disablement payment is payable in terms of that Act.

Females who are to be confined and are not eligible for a confinement allowance under the Factories, Machinery and Building Work Act, 1941, and/or the Unemployment Insurance Act, 1966, shall be entitled to sick benefits under the Fund, as also females about to be confined who are required on medical advice to cease work prior to the prescribed date, as provided for in terms of the first-mentioned Act, such prior leave to be restricted to a maximum of four weeks and benefits allowed accordingly.

(ii) For the purpose of this subclause "wages" exclude overtime or extra payment for night-shift.

(8) The payment of sick pay benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R100 and further payment shall not recommence until the amount standing to the credit of the Fund has reached the sum of R500: Provided that upon payment of benefits being resumed claims shall be met in the order in which they were received.

(9) An employee who is dismissed from his or her employment through shortage of work or any other reason deemed suitable in the opinion of the Council and not due to any fault of the employee, shall, if he becomes ill and subject to subclause (7) of this clause, be entitled to sick benefits during a period not exceeding 16 weeks from the time of his or her dismissal: Provided that he or she does not within that period obtain employment outside the Industry. After 16 weeks an employee shall be deemed to be out of the Industry, and shall have no further claim on the sick fund, but if such employee obtains further employment in the Industry within 16 weeks, he or she shall be deemed to have been continuously employed in such industry.

(10) (a) All administrative expenses shall be a charge upon the Fund.

Funds surplus to the requirements of the Fund for expenses shall be invested in—

- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
 - (ii) National Savings Certificates;
 - (iii) Post Office Savings accounts or certificates;
 - (iv) Savings accounts, permanent shares or fixed deposits in Building Societies or banks;
- or in any other manner approved by the Registrar.

(11) A public accountant or public accountants, who will be appointed by the Council, shall audit the accounts of the Fund annually, but not later than 31 January of each year.

The audited statement shall thereafter lie for inspection at the head office of the Council and a copy of such audited statement shall be sent to the Secretary of the Employers' Organisation, to the Secretary of the Trade Union and to the Secretary for Labour within three months of the close of the period covered thereby.

(12) The Council shall make rules and regulations for the proper administration of the Fund. A copy of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(13) The Council shall be the body responsible for the administration of the Fund and if this Agreement expires by the effluxion of time, the Council shall continue to administer the Fund in the manner provided for in this Agreement and the rules until all funds are exhausted or until a new agreement is negotiated in which event any balance shall be transferred to any new fund created in terms thereof.

- (14) (i) Whenever the Agreement has expired and the Council—
- (a) for any reason ceases to function; or
 - (b) fails to negotiate a new agreement within the period of one year from the date of expiry of this Agreement; or
 - (c) is for any other reason unable or unwilling to continue the administration of the Fund;

the Fund shall be wound up by the firm of Cape Town Board of Executors in the manner provided for in an agreement entered into between the Council and the said Board of Executors annexed hereto and marked Annexure A.

doctorsertifikaat voorgelê en gestuur word aan die Sekretaris van die Raad, en die duur van die siekte moet op sodanige sertifikaat gemeld word.

Die Raad kan in spesiale gevalle wat hy goedgekeur het, magtiging verleen vir die betaling van groter bedrae as die bystand hierbo genoem.

(i) By die toepassing van hierdie klousule beteken "siekte" werkonvermoë weens 'n siekte of besering, uitgesonderd siekte of besering meegebring deur die werknemer se eie wangedrag: Met dien verstande dat enige sodanige werkonvermoë veroorsaak deur 'n ongeluk of 'n ingelyste siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word 'n siekte te wees slegs gedurende tydperke ten opsigte waarvan geen ongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

Verwagtinge vroue wat nie vir 'n bevallingsstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en/of die Werkloosheidsversekeringswet, 1966, in aanmerking kan kom nie, is geregtig op siektebystand uit die Fonds, en dit geld ook vir vroue wat op die punt staan om 'n bevaling te hê en wat op mediese advies moet ophou werk voor die datum voorgeskryf in eersgenoemde Wet, en sodanige vroeër verlof word beperk tot 'n maksimum van vier weke en bystand word dienoooreenkomstig verleen.

(ii) By die toepassing van hierdie subklousule omvat "loon" nie oortydbesoldiging of ekstra betaling vir 'n nagskof nie.

(8) Wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R100 daal, word die betaling van siektebystand opgeskort en verdere betalings moet nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan R500 bereik het: Met dien verstande dat wanneer die betaling van bystand hervat word, eise betaal moet word in die volgorde waarin hulle ontvang is.

(9) 'n Werknemer wat uit sy of haar betrekking ontslaan word as gevolg van 'n tekort aan werk of om 'n ander rede wat na die mening van die Raad gegrond is, en nie as gevolg van 'n fout van die werknemer nie, is, as hy of sy siek word, behoudens subklousule (7) van hierdie klousule, op siektebystand geregtig vir 'n tydperk van hoogstens 16 weke vanaf die datum van sy of haar ontslag: Met dien verstande dat hy of sy nie binne daardie tydperk werk buite die Beskuijnywerheid kry nie. Na 16 weke word 'n werknemer geag uit die Nywerheid te wees, en het hy of sy geen verdere eis teen die Siektefonds nie, maar indien sodanige werknemer binne 16 weke weer werk in die Beskuijnywerheid kry, word hy of sy geag ononderbroke werksaam in die Nywerheid te gewees het.

(10) (a) Alle administrasiekoste word teen die Fonds in rekening gebring.

Wanneer die Siektebystandfonds oor meer geld beskik as wat nodig is vir die bestryding van onkoste, moet sodanige geld belê word in—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) poskantoor spaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;

of op enige ander manier wat die Registrateur goedkeur.

(11) 'n Openbare rekenmeester of openbare rekenmeesters wat deur die Raad aangestel moet word, moet die rekenings van die Fonds jaarliks, maar voor of op 31 Januarie elke jaar, ouditeer.

Die geouditeerde staat moet daarna ter insae lê in die hoofkantoor van die Raad, en 'n afskrif van so 'n geouditeerde staat moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Sekretaris van die Werkgeversorganisasie, die Sekretaris van die Vakvereniging en die Sekretaris van Arbeid gestuur word.

(12) Die Raad moet reëls en regulasies vir die behoorlike administrasie van die Fonds opstel. 'n Kopie van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(13) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Fonds, en as hierdie Ooreenkoms verval deur verloop van tyd, moet die Raad aanhou om die Fonds op die wyse in hierdie Ooreenkoms en in die reëls voorgeskryf, te administreer totdat alle fondse uitgeput is of totdat 'n nuwe ooreenkoms aangegaan is. In laasgenoemde geval moet alle saldo's oorgedra word na die nuwe fonds wat ingevolge daarvan geskep is.

(14) (i) Wanneer hierdie Ooreenkoms verstryk het en die Raad—

- (a) om die een of ander rede ophou om te funksioneer; of
- (b) versuim om 'n nuwe ooreenkoms aan te gaan binne 'n tydperk van een jaar vanaf die verstrykingsdatum van hierdie Ooreenkoms; of
- (c) om 'n ander rede nie in staat is nie of onwillig is om die administrasie van die Fonds voort te sit;

moet die Fonds deur die firma Cape Town Board of Executors gelikwideer word soos bepaal in die ooreenkoms wat tussen die Raad en genoemde eksekuteurskamer aangegaan is en wat as Aanhangsel A hierby aangeheg is.

(ii) In the event of the Council ceasing to function during any period during which this Agreement remains binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, the said Board of Executors shall administer the Fund in accordance with the provisions of the Agreement and the rules of the Council until the agreement expires when the Fund shall be liquidated.

(iii) In the event of the said Board of Executors no longer existing or being unable or unwilling to act, the Industrial Registrar may appoint a management committee to carry out the duties of the said Board of Executors, and such committee shall consist of an equal number of employers and employees in the Industry. Any vacancy occurring on the committee may be filled by the Registrar from the employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon, the Registrar may appoint a trustee or trustees to carry out the duties of the committee.

(iv) (a) On liquidation of the Fund all debts to the Fund shall be collected and all claims due shall be paid.

(b) Subject to paragraph (a) any balance, after all administrative and other expenses have been paid, shall be paid to the National Union of Operative Biscuit Makers and Packers of South Africa, or if the Union no longer exists, to the South African Red Cross Society: Provided that if the balance exceeds R300, two-thirds thereof shall be disposed of as afore-said and the remaining one-third as laid down in section 34 (4) (b) of the Act, as if it forms part of the general funds of the Council.

11. SICK LEAVE

(1) An employer shall grant to those of his employees who are not participants in the Fund provided for in clause 10, who, after one month of employment with him, are absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 10 work days;

(b) in the case of every other employee, not less than 12 work days,

sick leave in the aggregate during any 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided—

(i) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period of more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;

(ii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iii) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) For the purpose of this clause the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 9;

(ii) on the instruction or at the request of his employer;

(iii) on sick leave in terms of subclause (1);

(iv) whilst undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the period referred to in subparagraphs (1), (ii) and (iii) plus up to four months of any period of military training referred to in subparagraph (iv) undergone in that year;

(b) "incapacity" means inability to work owing to any sickness ordinary other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(ii) Ingeval die Raad ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend bly ingevolge artikel 34 (2) van die Wet op Nywerheidsversoenig, 1956, moet genoemde eksekuteurskamer die Fonds ooreenkomstig die bepaling van die Ooreenkoms en die reëls van die Raad administreer totdat die Ooreenkoms verval, en die Fonds moet dan gelikwider word.

(iii) Ingeval genoemde eksekuteurskamer nie meer bestaan nie of nie in staat is nie of onwillig is om op te tree, kan die Nywerheidsregistrator 'n bestuurskomitee aanstel om die pligte van genoemde eksekuteurskamer uit te voer, en sodanige komitee moet bestaan uit 'n gelyke getal werkgewers en werknemers in die Nywerheid. Alle vakatures wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat die ledetal van die Komitee uit eweveel verteenwoordigers en plaasvervangers van die werkgewers en die werknemers bestaan. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer, of ingeval die Komitee voor 'n dooie punt te staan kom, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer.

(iv) (a) By die likwidasie van die Fonds moet alle skulde aan die Fonds ingevorder en alle gelde wat as gevolg van eise verskuldig is, betaal word.

(b) Behoudens paragraaf (a), moet enige saldo, nadat alle administrasie- en ander koste betaal is, aan die National Union of Operative Biscuit Makers and Packers of South Africa of, indien die Vereniging nie meer bestaan nie, aan die Suid-Afrikaanse Rooikruisvereniging betaal word: Met dien verstande dat as die saldo meer as R300 is, twee derdes daarvan bestee moet word soos voorheen gemeld en die oorblywende een derde soos bepaal in artikel 34 (4) (b) van die Wet; asof dit deel uitmaak van die algemene fondse van die Raad.

11. SIEKTEVERLOF

(1) 'n Werkgewer moet aan daardie werknemers van hom wat nie deel het nie in die Fonds waarvoor daar in klousule 10 voorsiening gemaak word, en wat na een maand diens by hom van die werk afwesig is as gevolg van ongeskiktheid, die volgende siekteverlof toestaan:

(a) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdae;

(b) in die geval van enige ander werknemer, altesaam minstens 12 werkdae;

gedurende 12 agtereenvolgende maande diens by hom, en moet so 'n werknemer ten opsigte van 'n tydperk van afwesigheid as gevolg hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk sou gewerk het: Met dien verstande dat—

(i) 'n werkgewer as 'n opskortende voorwaarde vir die uitbetaling, deur hom, van 'n bedrag wat 'n werknemer ooreenkomstig hierdie klousule eis ten opsigte van afwesigheid van sy werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word;

(ii) indien 'n werkgewer deur 'n wet verplig word om die gelde vir die hospitalisasie of doktersbehandeling van 'n werknemer te betaal, en hy sodanige gelde betaal, die bedrag aldus betaal, afgetrek kan word van die betaling verskuldig ten opsigte van afwesigheid as gevolg van ongeskiktheid ooreenkomstig hierdie klousule;

(iii) indien 'n werkgewer ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, deur enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag enige tydperk in te sluit waartydens 'n werknemer afwesig is—

(i) met verlof ooreenkomstig klousule 9;

(ii) in opdrag of op versoek van sy werkgewer;

(iii) met siekteverlof ooreenkomstig subklousule (1);

(iv) terwyl hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;

en wat in enige jaar hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagraph (i), (ii) en (iii), plus hoogstens vier maande van 'n tydperk van militêre opleiding in subparagraaf (iv) bedoel wat in daardie jaar ondergaan is;

(b) beteken "ongeskiktheid" onvermoë om te werk as gevolg van enige siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid geag word gedurende 'n tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

12. TERMINATION OF EMPLOYMENT

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment shall give—

- (a) during the first week of employment not less than 24 hours;
- (b) thereafter not less than seven calendar days'

notice to terminate the contract.

(2) Notwithstanding the provisions of subclause (1), an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(a) in the case of 24 hours' notice the equivalent of the daily wage which the employee is receiving at the date of such termination;

(b) in the case of a week's notice, the equivalent of the weekly wage which the employee is receiving at the date of such termination;

Provided that this shall not affect—

(i) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee; provided further, that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the date of such termination" shall be deemed to mean "would have received at the date of such termination if no such deductions had been made in respect of short-time".

(3) Where there is an agreement in terms of subclause (2) (b) (ii) the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(4) The period of notice prescribed in subclause (1) shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 9, or any period of military training and an employer is not permitted to discharge an employee whilst he is in receipt of sick pay in terms of clause 10 or clause 11.

(5) Notwithstanding anything to the contrary in this Agreement, should the money owing by an employer to an employee by way of wages, be insufficient to meet the full amount of the forfeiture referred to in subclauses (1) and (3) the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this subclause any payment which may be due to an employee in terms of clause 9 of this Agreement, shall also be regarded as benefit in the process of accrual.

13. RESUMPTION OF EMPLOYMENT

A packer or factory operative who has left his or her employment in the Industry shall, on re-employment in the same occupation, be paid at the same rate of wages as he or she was receiving when his or her employment terminated: Provided that any such employee who is re-employed in the Industry after an absence of 12 to 24 consecutive months, shall be paid the wage applicable to one notch below the wage he or she was receiving on the termination of his or her employment and after an absence of more than 24 consecutive months, at two notches below such wage or the commencing wage prescribed for a packer or factory operative in the case of an employee who was entitled only to the commencing wage when he left the Industry.

14. CERTIFICATES OF SERVICE

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing—

- (1) the full name of the employer;
- (2) the full name of the employee;
- (3) the nature of employment (i.e. occupation in which employed);
- (4) date of commencement of employment;
- (5) date of termination of employment;
- (6) rate of remuneration at the date of termination of employment;
- (7) date on which the certificate is issued.

A copy of each certificate shall be forwarded to the Secretary of the Council within 14 days.

12. DIENSBEËINDIGING

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste week diens minstens 24 uur; en
- (b) daarna minstens sewe kalenderdae;

vooraf kennis van die beëindiging van die kontrak gee.

(2) Ondanks subklousule (1), kan 'n werkgewer of werknemer die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing minstens onderstaande aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval—

(a) in die geval van 24 uur kennisgewing 'n bedrag gelykstaande met die dagloon wat die werknemer op die datum van sodanige beëindiging ontvang;

(b) in die geval van 'n week kennisgewing, 'n bedrag gelykstaande met die weekloon wat die werknemer op die datum van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing op te sê om enige rede wat regtens as genoegsaam beskou word;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat by enige wet van toepassing mag wees op 'n werknemer wat dros;

voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van beëindiging deur aftrekkings ten opsigte van korttyd verminder is, die uitdrukking "wat die werknemer ontvang op die datum van sodanige beëindiging" geag word die volgende te beteken: "wat die werknemer sou ontvang het op die datum van sodanige beëindiging indien geen aftrekkings vir korttyd gemaak is nie".

(3) Waar daar 'n ooreenkoms ingevolge subklousule (2) (b) (ii) is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor ooreengekom is.

(4) Die kennisgewingstydperk voorgeskryf in subklousule (1) mag nie saamval nie met en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat toegeestaan is ooreenkomstig klousule 9, of met enige tydperk waartydens hy militêre opleiding ondergaan nie, en 'n werkgewer mag nie 'n werknemer ontslaan terwyl hy siektebetaling ooreenkomstig klousule 10 of 11 ontvang nie.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, indien die geld wat 'n werkgewer aan 'n werknemer as loon verskuldig is onvoldoende is om die volle verbeurde bedrag te dek wat in subklousules (1) en (3) genoem word, mag die werkgewer sodanige bedrag agterhou uit ander bystand (indien daar is) wat opgeloop het vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak. By die toepassing van hierdie subklousule word enige betaling, wat ingevolge klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, gereken as bystand wat oploop.

13. HERINDIENSNEMING

'n Verpakker of fabriekswerker wat sy of haar diens in die Nywerheid verlaat het, moet by herindiensneming in dieselfde beroep dieselfde loon betaal word wat hy of sy ontvang het toe sy of haar diens beëindig is: Met dien verstande dat enige sodanige werknemer wat na 'n afwesigheid van 12 tot 24 agtereenvolgende maande weer in die Nywerheid in diens geneem word die loon betaal moet word wat van toepassing is op een kerf laer as die loon wat hy of sy ontvang het by sy of haar diensbeëindiging en na 'n afwesigheid van meer as 24 agtereenvolgende maande, op twee kerwe laer as sodanige loon, of die aanvangsloon wat voorgeskryf is vir 'n verpakker of fabriekswerker in die geval van 'n werknemer wat slegs geregtig was op die aanvangsloon toe hy die Nywerheid verlaat het.

14. DIENSSERTIFIKAAT

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgewer by beëindiging van die dienskontrak van sodanige werknemer hom van 'n dienssertifikaat voorsien wat die volgende aandui:

- (1) Die volle naam van die werkgewer;
- (2) die volle naam van die werknemer;
- (3) aard van diens (d.w.s. die beroep waarin hy in diens was);
- (4) aanvangsdatum van diens;
- (5) datum van beëindiging van diens;
- (6) loonskaal ten tyde van diensbeëindiging;
- (7) datum waarop die sertifikaat uitgereik is.

'n Afskrif van elke sertifikaat moet binne 14 dae aan die Sekretaris van die Raad gestuur word.

15. TIME AND WAGES REGISTER

Every employer shall keep in respect of all his employees, records of wages paid, time worked and payment made for overtime, in accordance with the regulations under Act 28 of 1956 and Act 22 of 1941.

16. EXEMPTIONS

(1) The Council of its own accord, or on the recommendation of a local committee, may grant exemption from any of the provisions of this Agreement for any reason deemed by it as good and sufficient.

(2) The Council shall fix, in respect of any person or number of persons granted exemption under the provisions of subclause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the employer or employee concerned, withdraw any exemption licence whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause, a licence signed by him, setting out—

(a) the full name of the person concerned or in the case of a general exemption the number of persons to whom the exemption applies;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause, subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued;

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned; and

(d) forward a copy of each licence to the Divisional Inspector of Labour in the area in which the factory is situated.

17. GENERAL

(1) Seats with suitable back-rests shall be provided for female employees and permission shall be given to such employees to sit whenever possible.

(2) Boiling water shall be supplied to all employees requiring same at meal intervals.

(3) No individual female employee shall be required or allowed to lift masses above 14 (fourteen) kilograms.

18. EXPENSES OF THE COUNCIL

The expenses of the Council shall be met in the following manner:

An employer shall deduct from the wages of each of his employees to whom this Agreement applies, and for whom wages of less than R11,50 per week are prescribed, two cents per week, and three cents per week from the wages of those employees for whom wages of R11,50 and in excess thereof per week are prescribed. To the amount so deducted the employer shall add a like amount and forward month by month, the total sum to the Secretary of the Council, P.O. Box 3137, Cape Town.

This clause shall not apply to any employee in receipt of less than R3,60 per week.

19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

Employers shall give to any of their employees who are representatives on the Council, every reasonable facility to attend to their duties in connection with the work of the Council.

20. INTERPRETATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of this Agreement and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

21. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of the Agreement in both official languages.

15. TYD- EN LOONREGISTER

Elke werkgewer moet ten opsigte van al sy werknemers aantekening hou van lone betaal, tyd gewerk en betaling vir oortyd, ooreenkomstig die regulasies ingevolge Wet 28 van 1956 en Wet 22 van 1941.

16. VRYSTELLINGS

(1) Die Raad kan uit eie beweging, of op aanbeveling van 'n plaaslike komitee vrystelling verleen van enigen van die bepalinge van hierdie Ooreenkoms om enige rede wat hy geldig en voldoende ag.

(2) Die Raad moet ten opsigte van enige persoon of getal persone aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word, en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit wenslik ag, na een week skriftelike kennisgewing aan die betrokke werkgewer of werknemer, enige vrystellingsertifikaat kan onttrek of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen is 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:

(a) Die volle naam van die betrokke persoon of, in die geval van 'n algemene vrystelling, die getal persone op wie die vrystelling van toepassing is;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes wat vasgestel is ooreenkomstig die bepalinge van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Raad moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n afskrif van elke uitgereikte sertifikaat bewaar;

(c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur; en

(d) 'n afskrif van elke sertifikaat stuur aan die Afdelingsinspekteur van Arbeid in die gebied waarin die fabriek geleë is.

17. ALGEMEEN

(1) Sitplekke met geskikte rugleunings moet vir vroulike werknemers verskaf word, en sodanige werknemers moet toestemming verleen word om te sit wanneer dit moontlik is.

(2) Kookwater moet verskaf word aan alle werknemers wat dit tydens etenspouse verlang.

(3) Van geen individuele vroulike werknemer mag vereis word om massas op te tel wat swaarder as 14 (veertien) kilogram is nie en sy mag ook nie toegelaat word om dit te doen nie.

18. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad moet op die volgende wyse bestry word:

'n Werkgewer moet van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, en vir wie 'n loon van minder as R11,50 per week voorgeskrif word twee sent per week aftrek, en drie sent per week van die loon van dié werknemers vir wie 'n loon van R11,50 en meer per week voorgeskrif word. By die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maandeliks aan die Sekretaris van die Raad, Posbus 3137, Kaapstad, stuur.

Hierdie klousule is nie van toepassing nie op enige werknemer wat minder as R3,60 per week ontvang.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enige van hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. VERTOLKING VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan beslissings uitvaardig vir die leiding van werkgewers en werknemers solank hulle nie in stryd is met die bepalinge hiervan nie.

(2) Enige geskil wat uit die vertolking van enigen van die bepalinge van hierdie Ooreenkoms mag voortspruit, moet na die Raad verwys word.

21. VERTONING VAN OOREENKOMS

Elke werkgewer moet in sy bedryfsinrigting op 'n opvallende plek waartoe sy werknemers maklik toegang het, 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

22. TRADE UNION SUBSCRIPTIONS

The subscriptions payable to the trade union shall be deducted by each employer weekly from the wages of each member of the trade union. The total amounts thus collected shall be paid over to the secretary of the local branch of the trade union.

23. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of employers and employees who are members of the employers' organisation and trade union respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

24. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

Signed at Cape Town on behalf of the parties on this 14th day of September 1972.

E. C. DUNNE, Chairman of the Council.

A. SOLOMON, Vice-Chairman of the Council.

P. H. COATES, Secretary to the Council.

ANNEXURE A

MEMORANDUM OF AN AGREEMENT

made and entered into by and between

The National Industrial Council for the Biscuit Manufacturing Industry of South Africa,

of the one part, and the

Secretary for the time being of the Board of Executors, Cape Town,

acting herein for and on behalf of the said Company in terms of a resolution of its Board of Directors at a meeting thereof held at Cape Town this 27th day of November 1947.

Whereas a certain employers' organisation, namely:

The Employers' Organisation of the Biscuit Manufacturing Industry of South Africa,

and a certain employees' organisation, namely:

The National Union of Operative Biscuit Makers and Packers of South Africa,

which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Sick Benefit Fund Agreement, a copy of which is attached hereto; And whereas in certain contingencies it may be necessary to have the Sick Benefit Fund administered or liquidated and provision is made for such contingencies in clause 10 (14) of the Sick Benefit Fund Agreement;

And whereas in clause 10 (14) of the said Sick Benefit Fund Agreement it is contemplated that the said Company, acting by its Secretary for the time being, should act as trustee in terms of the said Agreement and it is expedient that an agreement should be entered into between the parties thereto;

Now, therefore, it is hereby agreed and contracted as follows:

1. The Secretary of the said Board of Executors, Cape Town, and his successor or successors in office, is hereby appointed as trustee for the purpose of—

(i) the administration of the Fund if the Council ceases to function during any period during which the Agreement remains binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, in which event the trustee shall administer the Fund in accordance with the provisions of the Agreement and the rules of the Council until the Agreement expires when the Fund shall be liquidated;

(ii) the liquidation of the Fund in the manner set out in clause 10 (14) of the Agreement whenever any of the conditions set out in the said clause, set in.

2. The remuneration of the trustee shall be such as may be mutually agreed upon between the parties hereto, but it shall not exceed five per cent (5%) of the amount received and administered by the trustee in terms of the Sick Benefit Fund Agreement.

3. The trustee herein appointed for himself and his successor or successors in office hereby accepts the trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Sick Benefit Fund Agreement as and when required in terms of the said Agreement.

22. LEDEGELD VAN VAKVERENIGING

Die ledegeld wat aan die vakvereniging betaalbaar is, moet weekliks deur elke werkgewer afgetrek word van die loon van elke lid van die vakvereniging. Die totale bedrag wat aldus ingevorder is, moet oorbetal word aan die Sekretaris van die plaaslike tak van die vakvereniging.

23. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms en dit is die plig van werkgewers en werknemers wat lede is van onderskeidelik die werkgewers-organisasie en die vakvereniging, om dié agente toe te laat om sodanige navraag te doen en sodanige boeke en/of dokumente te ondersoek en om diegene te ondervra wat vir hierdie doel nodig mag wees.

24. PERSONE ONDER DIE LEEFTYD VAN VYFTIEN JAAR

Geen werkgewer mag enigiemand onder die leeftyd van 15 jaar in diens hê nie.

Namens die partye op hede die 14de dag van September 1972 te Kaapstad onderteken.

E. C. DUNNE, Voorsitter van die Raad.

A. SOLOMON, Ondervoorsitter van die Raad.

P. H. COATES, Sekretaris van die Raad.

AANHANGSEL A

MEMORANDUM VAN 'N OOREENKOMS

gesluit en aangegaan deur en tussen die

National Industrial Council for the Biscuit Manufacturing Industry of South Africa

aan die een kant, en die

diensdoende Sekretaris van die Board of Executors, Kaapstad

wat hierin vir en namens die genoemde maatskappy optree ingevolge 'n besluit van sy Direksie by 'n vergadering daarvan wat op die 27ste dag van November 1947 in Kaapstad gehou is.

Nademaal 'n sekere werkgewersorganisasie, naamlik:

Die Employers' Organization of the Biscuit Manufacturing Industry of South Africa

en 'n sekere werknemersorganisasie, naamlik:

Die National Union of Operative Biscuit Makers and Packers of South Africa

wat partye is: by genoemde Nywerheidsraad en 'n sekere Siektebystandfondsooreenkoms aangegaan het waarvan 'n afskrif hierby aangeheg word;

En nademaal dit in sekere gevalle nodig mag wees om die Siektebystandfonds te laat administreer of likwiede en voorsiening vir sodanige gevalle in klousule 10 (14) van die Siektebystandfondsooreenkoms gemaak word;

En nademaal daar in klousule 10 (14) van genoemde Siektebystandfondsooreenkoms beoog word dat genoemde maatskappy, wat deur middel van sy diensdoende Sekretaris optree, as Trustee moet optree ingevolge genoemde Ooreenkoms en dit wenslik is dat 'n ooreenkoms deur en tussen die partye hierby aangegaan word;

So is dit dat hierby soos volg ooreengekom en gekontrakteer word:

1. Die Sekretaris van genoemde Board of Executors, Kaapstad, en sy opvolger of opvolgers in die amp, word hierby aangestel as Trustee met die doel om—

(i) die Fonds te administreer as die Raad ophou om te funksioneer in enige tydperk waarin hierdie Ooreenkoms van krag bly ingevolge artikel 34 (2) van die Wet op Nywerheidsversoenig, 1956, in welke geval die Trustee die fonds moet administreer ooreenkomstig die bepalings van die Ooreenkoms en die reëls van die Raad totdat die Ooreenkoms verstryk, wanneer die Fonds gelikwiede moet word;

(ii) die Fonds te likwiede op die wyse uiteengesit in klousule 10 (14) van die Ooreenkoms wanneer enige van die voorwaardes in genoemde klousule uiteengesit, van toepassing word.

2. Die besoldiging van die Trustee moet wees soos onderling ooreengekom en tussen die partye hierby, maar dit moet hoogstens vyf persent (5%) wees van die bedrag wat ontvang en geadministreer word deur die Trustee ingevolge die Siektebystandfondsooreenkoms.

3. Die Trustee wat hierin aangestel is, aanvaar hiermee namens homself en sy opvolger of opvolgers in die amp die plig wat hom opgelê is en onderneem om die pligte wat hom opgelê is getrou en ywerig na te kom onderworpe aan en ooreenkomstig genoemde Siektebystandfondsooreenkoms soos en wanneer verlang ingevolge genoemde Ooreenkoms.

4. Copies of the final liquidation account and/or administration account shall be furnished to the Secretary for Labour. Signed at Cape Town on behalf of the National Industrial Council for the Biscuit Manufacturing Industry of South Africa on this 14th day of September 1972.

E. C. DUNNE, Chairman of the Council.
A. SOLOMON, Vice-Chairman of the Council.
P. H. COATES, Secretary to the Council.

Signed on behalf of the Board of Executors, Cape Town, by two of its Directors and by its Secretary in terms of the resolution of directors afore-mentioned on the 28th day of July 1972.

R. P. GAIN, Director of the Board of Executors.
A. MCGREGOR, Director to the Board of Executors.
J. D. ALLEN, Secretary of the Board of Executors.

4. Kopieë van die finale likwidasierekening en/of administrasierekening moet aan die Sekretaris van Arbeid gestuur word. Namens die National Industrial Council for the Biscuit Manufacturing Industry of South Africa, op hede die 14de dag van September in Kaapstad onderteken.

E. C. DUNNE, Voorsitter van die Raad.
A. SOLOMON, Ondervoorsitter van die Raad.
P. H. COATES, Sekretaris van die Raad.

Namens die Board of Executors, Kaapstad, deur twee van sy Direkteure en sy Sekretaris ingevolge die besluit van voormelde Direkteure op hede die 28ste dag van Julie in Kaapstad onderteken.

R. P. GAIN, Direkteur van Board of Executors.
Alex MCGREGOR, Direkteur van Board of Executors.
J. D. ALLEN, Sekretaris van Board of Executors.

No. R. 1958

27 October 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BISCUIT MANUFACTURING INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Biscuit Manufacturing Industry, published under Government Notice R. 1957 of 27 October 1972, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to benefits in terms of clause 10 of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 1958

27 Oktober 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BESKUITNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beskuitnywerheid, gepubliseer by Goewermentskennisgewing R. 1957 van 27 Oktober 1972 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eergenoemde Wet ten opsigte van werknemers wat ingevolge klousule 10 van genoemde Ooreenkoms op voordele geregtig is.

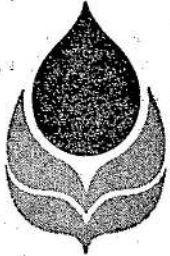
M. VILJOEN, Minister van Arbeid.

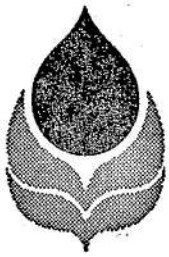
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Werk mooi daarmee.
Ons leef  daarvan

